

CHANGE REQUEST COVER SHEET

Change Request Number: 09-69

Date Received: 3/5/2009

Title: Updating Real Estate Guidance

Name: Susan Freericks

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Policy OR Guidance: Guidance

Section/Text Location Affected: 1.1, 1.3.5.2

Summary of Change: Updating real estate guidance in accordance with new regulations and laws.

Reason for Change: RECOs need to have current and updated information to acquire, manage and dispose of real property.

Development, Review, and/or Concurrence: ALO-200, AGC-520, Logistics Service Area, AJW-24

Target Audience: Real estate Contracting Officers

Potential Links within FAST for the Change: N/A

Briefing Planned: No

ASAG Responsibilities: None

Potential Links within FAST for the Change: N/A

Links for New/Modified Forms (or) Documents (LINK 1) [null](#)

Links for New/Modified Forms (or) Documents (LINK 2) [null](#)

Links for New/Modified Forms (or) Documents (LINK 3) [null](#)

SECTIONS ADDED:

Real Estate Guidance :

Section 1.3.6 : Land Lease Review Checklist [\[New Content\]](#)

Real Estate Guidance :

Section 2.6.19 : Space Lease Review Checklist [\[New Content\]](#)

Real Estate Guidance :

Section 2.4.14 : Appendix O: Disaster or Emergency Janitorial Services [\[New Content\]](#)

SECTIONS EDITED:

Real Estate Guidance :

Section 2.6.3 : Attachment - A to Space Lease [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.4.8 : Appendix H: Seismic [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.6.8 : Standard Space Lease Form [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.3.11 : Notice of Cancellation of Lease [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.6.24 : Notice of Cancellation of Lease [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.4.1 : Appendix A: Administrative Space Guidance [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.2 : Land Clause Matrix [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.3.5.2 : Land Lease File Checklist Narrative [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.1.15 : Documentation to Lease File [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.2.9 : Documentation to the Lease File [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.6.17 : ABAAS Compliance Report [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.6.20.1 : Space Lease File Checklist Narrative [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.4.13 : Appendix M: Labor Standards/Davis Bacon [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.5 : Space Clause Matrix [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

SECTIONS ADDED:

Real Estate Guidance :

Section 1.3.6 : Land Lease Review Checklist

LAND Lease (Privately owned) Review Checklist

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Lease # _____
 Location/Facility: _____

****NOTE:** This checklist includes only those clauses that are considered MANDATORY.

| CLAUSE TITLE | OFF AIRPORT (Privately owned.) | CONFORMS TO AMS: Insert check mark here if clause is in lease (no changes). | NONCONFORMITY: Any change to mandatory clause or was it omitted? If yes, place a check mark here. If file contains legal approval for change or omission, annotate, "Legal approved" next to checkmark. | NONCONFORMITY CORRECTED OR SUBSEQUENT LEGAL APPROVAL OBTAINED (Reviewer to initial and date.) |
|--|---|---|---|--|
| Premises | M | | | |
| Term | M | | | |
| Consideration (Cost or No Cost) | M | | | |
| Payment by Electronic Fund Transfer—Real Property | M | | | |
| Central Contractor Registration - Real Property | M | | | |
| Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property | M | | | |
| Certification of Registration in Central Contractor Registration (CCR) | M | | | |
| Contractor Payment Information – Non-CCR | M* | | | |
| Cancellation | M | | | |
| Quiet Enjoyment | M | | | |
| Notification of Change in Land Title | M | | | |
| Subordination, Nondisturbance and Attornment | M | | | |

| | | | | |
|---|---|--|--|--|
| Notices | M | | | |
| Contract Disputes | M | | | |
| Protest | M | | | |
| Anti-Kickback | M | | | |
| Covenant Against Contingent Fees | M | | | |
| Officials Not to Benefit | M | | | |
| Non-Restoration or Alternate Restoration Clause B | M | | | |
| Examination of Records (Mandatory for cost leases only) | M | | | |
| Signature Block | M | | | |

1) Any additional (non-mandatory) clauses added to the document? Yes ___ No___

2) Are the additional clauses appropriate and in the best interest
of the FAA? Yes ___ No ___

3) Is legal review required for the additional clauses? Yes ___ No ___

4) If yes, is this documented in the file? Yes ___ No ___

Other Comments: (Attach additional sheets if needed.)

Initial Review of Lease Record:

Date: _____

Signature of Reviewer

Real Estate Guidance :
Section 2.6.19 : Space Lease Review Checklist

Lease # _____

Location/Facility: _____

Check one:

____ Space lease is greater than 3,000 square feet and greater than 1 year term, including all renewals. (Use Standard lease column)

____ Space lease is less than 3,000 square feet or less and greater than 1 year term, including all renewals. (Use Small Lease column)

****NOTE:** This checklist includes only those clauses that are considered MANDATORY.

| CLAUSE TITLE | Standard Lease | Small Lease | CONFORMS TO AMS: Insert check mark here if clause is in lease (no changes). | NONCONFORMITY: Any change to mandatory clause or was it omitted? If yes, place a check mark here. If file contains legal approval for change or omission, annotate, "Legal approved" next to checkmark. | NONCONFORMITY CORRECTED OR SUBSEQUENT LEGAL APPROVAL OBTAINED (Reviewer to initial and date.) |
|---------------------------------------|----------------|-------------|--|--|--|
| 1. This Lease | M | M | | | |
| 2. Description | M | M | | | |
| 3. Term | M | M | | | |
| 4. Cancellation | M | M | | | |
| 5. Rental | M | M | | | |
| 7.A. Inspection | M | | | | |
| 7.B. Damage By Fire or Other Casualty | M | M | | | |
| 7.C. Maintenance Of The Premises | M | M | | | |

| | | | | | |
|---|----|----------------|--|--|--|
| 7.D. Failure In Performance | M | M | | | |
| 7.E. Default By Lessor | M | M by reference | | | |
| 7.F. Compliance with Applicable Laws | M | M by reference | | | |
| 7.H. Acceptance of Space | M | | | | |
| 7.J. Accessibility | M | M | | | |
| 7.L. Officials Not To Benefit | M | M by reference | | | |
| 7.M. Covenant Against Contingent Fees | M | M by reference | | | |
| 7.N. Anti-Kickback | M | M by reference | | | |
| 7.O1. Contract Disputes | M | M | | | |
| 7.O2. Protest | M | M | | | |
| 7.P. Examination of Records (Mandatory for cost leases only.) | M | M by reference | | | |
| 7.Q.1 Central Contractor Registration_ Real Property | M | M | | | |
| 7.Q.1.ALT 1- Contractor Payment Information - Real Property | M* | M* | | | |
| 7.Q.2 Payment by Electronic Funds Transfer (EFT)- Central Contractor Registraion_ Real Property | M | M | | | |
| 7.Q.3 Contractor Identification Number - "Data Universal Numbering | M | M | | | |

| | | | | | |
|---|---|----------------|--|--|--|
| System" (DUNS) Number | | | | | |
| 7.Q.4 Certification of Registration in CCR - Real Property | M | M | | | |
| 7.R. Assignment of Claims | | M by reference | | | |
| 7.S. Subordination, Nondisturbance and Attornment | M | M by reference | | | |
| 7.T. Lessor's Successors | M | M | | | |
| 7.U. Sublease | M | | | | |
| 7.V. No Waiver | M | | | | |
| 7.W. Integrated Agreement | M | M by reference | | | |
| 7.X. Equal Opportunity | M | M by reference | | | |
| 7.Y. Affirmative Action for Special Disabled and Era Veterans | M | M by reference | | | |

| | | | | | |
|--|---|----------------|--|--|--|
| 7.Z. Affirmative Action For Disabled Workers | M | M by reference | | | |
| 7.AA. Seismic Safety In Existing Buildings | M | | | | |
| 7.BB. Seismic Safety For New Construction | M | | | | |
| 9. Name and Title of Owner | M | M | | | |
| 10. Name of Contracting Officer | M | M | | | |
| Attachment A Clauses | | | | | |
| Fire and Safety Requirements | M | M | | | |
| Indoor Air Quality | M | M | | | |
| OSHA Requirements | M | M | | | |
| Radon | M | M | | | |
| Warranty Of Space | M | | | | |

| | | | | | |
|---|----|----|--|--|--|
| Non-Restoration | M | M | | | |
| Occupancy Permit | M* | M* | | | |
| Security Requirements (E1-E6) | M | M | | | |
| FORMS | | | | | |
| ABAAS Compliance Report | M | M | | | |
| Certification for Seismic Safety | M | | | | |
| Checklist for Rural Development Act | M | M | | | |
| Vendor/Miscellaneous Payment Information Form | M | | | | |

1) Any additional (non mandatory) clauses added to the document? Yes ___ No ___

2.) For data tracking purposes were the following non-mandatory clauses included in accordance with Logistics Management Plan for EMS (ISO 14001)?

| CLAUSE TITLE | Standard Lease | Small Lease | Included in Lease in accordance with EMS | Not included with comments | Prescription |
|-------------------------------------|----------------|-------------|--|----------------------------|---|
| Ceiling | R | O | | | Insert in all leases. Any changes should be approved by regional environmental contact. |
| General Health and Safety Standards | R | R | | | Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards. |
| Halon | R | R | | | Insert in all leases. Any changes should be approved by regional environmental contact. |
| HVAC | R | O | | | Insert in all leases. RECO's should consult a regional engineer for changes to clause. |
| Janitorial Services | O | O | | | Insert in leases, which provide for janitorial services. |

| | | | | | |
|-------------------------|---|---|--|--|--|
| Lighting | R | O | | | Insert in all leases. RECO's should consult a regional environmental contact for changes to clause. |
| Painting | R | O | | | Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer. |
| Pest Control | R | O | | | Insert in all leases. |
| Refrigerants | R | O | | | Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause. |
| Window & Floor Covering | R | O | | | Insert in all leases. |
| Wiring For Telephones | R | O | | | Insert in leases. |

Any other environmental/energy clauses added to the list? Yes ___ No ___

If so, please list the clauses:

3) Are the additional clauses appropriate and in the best interest of the FAA? Yes ___ No ___

4) Is legal review required for the additional clauses? Yes ___ No ___

5) If yes, is this documented in the file? Yes ___ No ___

Other Comments: (Attach additional sheets if needed.)

Initial Review of Lease Record:

Date: _____

Signature of Reviewer

Final Review of Lease Record:

(No non-conformities were noted during review or all non-conformities have been corrected.)

_____ **Date:** _____

Signature of Reviewer

Real Estate Guidance :

Section 2.4.14 : Appendix O: Disaster or Emergency Janitorial Services

When a health related emergency (such as pandemic flu) is declared by the United States Department of Health and Human Services Centers for Disease Control and Prevention (CDC), or other authorized federal, state or local governmental official, and the FAA Real Estate Contracting Officer (RECO) is provided written notification of the declaration by the LOB or duly authorized government official, the RECO is authorized to modify the cleaning requirements of all leased facilities in the affected geographic area, upon receipt from the Line of Business (LOB) of a purchase request to do so. The modifications to the janitorial services requirements shall be memorialized in a Supplemental Lease Agreement (SLA), and will be consistent with current guidelines for prevention of the spread of communicable diseases.

These requirements are not applicable to space that is assigned to FAA by the General Services Administration (GSA). Any modifications to the janitorial requirements at GSA

assigned facilities shall be undertaken by the GSA Contracting Officer working with FAA RECO.

The costs of the revised janitorial requirements will be negotiated with the Lessor at the time the purchase request is received by the RECO, and shall be included as an adjustment to the monthly rental amounts. The SLA will be effective on a month to month basis until the RECO has notified the lessor in writing that the health related emergency has ended.

SECTIONS EDITED:

Section 2.6.3 : Attachment - A to Space Lease

Old Content: Real Estate Guidance :

Section 2.6.3 : Attachment - A to Space Lease

ATTACHMENT A

Lease Number

DTFA__-__-_____

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cord and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing

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the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the Contracting Officer.

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

A5-HVAC (10/96)

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

A6-Lighting (10/96)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

A7-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least every five years. This includes moving and return of the furniture.

Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide ** reserved off-street parking spaces located **. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

A9- Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A10-Restrooms and Drinking Fountains (10/96)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the FAA leases space.

A11-Window and Floor Covering (8/02)

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the Real Estate Contracting Officer however, prior to occupancy all carpeting and window covering shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every eight (8) years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture.

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's normal operating hours.

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for

Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

B3-Services and Facilities (10/96)

The Lessor shall provide to the Government, as part of the rental consideration, the following:

Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.

Electrical power to the premises for the operation of lights, communications equipment, and office machines.

Water (hot and cold) and sewer to leased premises.

Trash removal for leased premises.

B4-Utilities Not Provided By The Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are excluded. The Lessor shall provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the lessor will furnish the Real Estate Contracting Officer, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

III. SECTION C - SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire

department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No.10.

C2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

C4-OSHA Requirements (10/96)

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The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

C5-Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for buildings of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor shall develop and promptly implement a plan of corrective action.

C6-Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

- (1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
- (2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION D – MISCELLANEOUS

D1-Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D2 - Condition Report (10/96)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

D3 - Contracting Officer's Representative (10/96)

The Lessor shall address all questions concerning this lease to ** who has been appointed the Contracting Officer's Representative for the administration of this lease, as written.

D4-Day to Day Extension (8/02)

The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D7 - Hold Harmless (10/96)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

D8 - If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

D9-Installation Of Antennas, Cables And Other Appurtenances (10/96)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government.

D10 - Interest For Late Payments (10/96)

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If requested from the Lessor, the Government will pay an interest penalty when payment is not made within (30, 45, 60, 90, etc.)*** days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears and will be due on the first workday of each month and only as provided for by the lease.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 need not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retain in accordance with the terms of the contract.

Payments other than rent, the Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. An invoice shall include the following items:

- (i) Name and address of the Lessor.
- (ii) Invoice date.
- (iii) Lease Number
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent

D11 - Janitorial Services (10/96)

The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary for that servicing. Listed below are the janitorial services to be provided and the frequency of those services.

Daily:

- a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
- b. Carpet sweep all carpeted areas, as needed.

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- c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
- d. Clean toilets rooms, including toilets and soap containers. Furnish and maintain constant supply of deodorant material.
- e. Wash all drinking fountains.
- f. In the restrooms:
 - 1. Clean restroom fixtures and chrome fittings.
 - 2. Clean and refill all dispensers (including deodorant material).
 - 3. Wet mop restroom floors.
 - 4. Sanitize toilets, toilet seats, and urinals.
 - 5. Spot wash walls, partitions, and doors.

2. Weekly:

- a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
- b. Damp mop, and buff all non-carpeted floors.
- c. Vacuum all carpeted areas.

3. Monthly:

- a. Wash waste baskets.
- b. Damp mop and buff all non-carpeted floors.
- c. Vacuum all carpeted areas.

3. Monthly:

- a. Wash waste baskets.
- b. Damp mop and buff all non-carpeted floors; wax and buff non-carpeted floors.
- c. Clean or wash walls as needed to present a neat appearance.
- d. Dust all ledges and flat surfaces within reach.
- e. Dust and clean all light fixtures.
- f. Dust and clean all venetian blinds.

g. Wash restroom walls, partitions, and doors.

4. Semi-Annually:

a. Wash all exterior office windows.

5. Once a Year:

a. Strip old wax from all floor space and re wax. This service is to be performed in conjunction with one of the quarterly cleaning schedules.

b. Shampoo all carpeted floors.

D12 - Measurement For Payment (10/96)

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D13 - Non-Restoration (10/96)

The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

D14 – Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist " form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense.

D15 - Operating Costs Escalator (10/96)

Beginning with the second year of the lease and each year after, Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

The amount shall be determined by multiplying the total first year's estimated costs of these items, as negotiated and established prior to the lease award, by the percent of change in the cost of living index from the base figure. The base figure shall be the index figure published for the month prior to the lease commencement date. The percent change shall be computed by comparing the base figure with the index figure published for the month, which begins each

successive 12-month period. For example, a lease which commences in June of 1981 would have as the base figure the index published for May of 1981, and that figure would be compared with the index published for May of 1982, May of 1983, and so on, to determine the percent change. The U.S. Department of Labor Revised Consumer Price Index shall measure the cost of living index for Wage Earners and Clerical Workers, U.S. City Average, All Items figure, (1967=100) published by the Bureau of Labor Statistics. Payment shall be made with the monthly installment of fixed rent.

Rental adjustments shall be effective on the anniversary date of the lease. Payment of the adjusted rental rate shall become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.

If Government exercises an option to extend the lease term at the same rate as that of the original term, the option price shall be based on the adjustments during the original term. Annual adjustments will continue.

In the event of any decreases in the cost of living index occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

The base for the operating costs adjustment will be \$ _____

D16-Plans (8/02)

Thirty days after occupancy, lessor must submit a final set of hard copy as-built plans and reproducible floor plans in 1/8" scale depicting rented space and identifying entrances, exits, stairs, windows, partitions, closets, architectural, construction documents to include but not limited to electrical, mechanical, structural, fire protection, plumbing plans, architectural plans, lighting plans, furniture plans, installation plans, typical workstations, etc. A CAD program compatible with the latest release of AutoCAD and accessible and readable by the Government for future use shall generate the plans. The file(s) will be dwg format. All files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. The submitted disks shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operators shall demonstrate the submission on FAA equipment, if requested by the Real Estate Contracting Officer.

D17 - Progressive Occupancy (10/96)

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis. Rental payments shall become due on the first workday of the month following the month in which an increment of space is occupied, except that should an increment of space be occupied after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was occupied. The commencement date of the firm term will be a composite determined from all dates of incremental occupancy.

D18 - Tax Adjustment (10/96)

(a) The Government shall pay additional rent for its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). Payment will be in a lump sum and become due on the first workday of the month following the month in which paid tax receipts for the base year and the current year are presented, or the anniversary date of the lease, whichever is later. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the year of a full assessment.

(b) The Government's share of the tax increase will be based on the ratio of the square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.

(c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment of the rent shall become due on the first workday of the month following conclusion of the appeal proceedings.

(d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

D19 - Time Extensions (10/96)

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Real Estate Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Real Estate Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

D20-Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D21-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

SECURITY REQUIREMENTS

E-1. Facility Security (Updated 4/09)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at _____ for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

E-2. Contractor Personnel Suitability Requirements (4/09)

Please see 3.14-2 Contractor Personnel Suitability Requirements (January 2009)

VI. SECTION F - SPECIAL REQUIREMENTS (if applicable)

VII. CERTIFICATION FORMS (8/02) -

See attached forms:

Certification of Seismic Compliance

FAA Safety and Environmental Certification Checklist

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Vendor/Miscellaneous Payment Information Form

New Content: Real Estate Guidance :
Section 2.6.3 : Attachment - A to Space Lease

ATTACHMENT A

Lease Number

DTFA__-__-__

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid wood and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the Contracting Officer.

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the

leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

A5-HVAC (10/96)

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

A6-Lighting (10/96)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

A7-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least every five years. This includes moving and return of the furniture.

Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide ** reserved off-street parking spaces located **. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

A9- Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A10-Restrooms and Drinking Fountains (7/09)

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Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

A11-Window and Floor Covering (8/02)

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the Real Estate Contracting Officer however, prior to occupancy all carpeting and window covering shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every eight (8) years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture.

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's normal operating hours.

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

B3-Services and Facilities (10/96)

The Lessor shall provide to the Government, as part of the rental consideration, the following:

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Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.

Electrical power to the premises for the operation of lights, communications equipment, and office machines.

Water (hot and cold) and sewer to leased premises.

Trash removal for leased premises.

B4-Utilities Not Provided By The Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are excluded. The Lessor shall provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the lessor will furnish the Real Estate Contracting Officer, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

III. SECTION C - SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No.10.

C2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

C4-OSHA Requirements (10/96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

C5-Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for buildings of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor shall develop and promptly implement a plan of corrective action.

C6-Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

- (1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
- (2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation

zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION D – MISCELLANEOUS

D1-Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D2 - Condition Report (10/96)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

D3 - Contracting Officer's Representative (10/96)

The Lessor shall address all questions concerning this lease to ** who has been appointed the Contracting Officer's Representative for the administration of this lease, as written.

D4-Day to Day Extension (8/02)

The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D7 - Hold Harmless (10/96)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

D8 - If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

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The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government.

D10 - Interest For Late Payments (10/96)

If requested from the Lessor, the Government will pay an interest penalty when payment is not made within (30, 45, 60, 90, etc.)*** days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears and will be due on the first workday of each month and only as provided for by the lease.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after

the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 need not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retain in accordance with the terms of the contract.

Payments other than rent, the Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. An invoice shall include the following items:

- (i) Name and address of the Lessor.
- (ii) Invoice date.
- (iii) Lease Number
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent

D11 - Janitorial Services (10/96)

The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary for that servicing. Listed below are the janitorial services to be provided and the frequency of those services.

Daily:

- a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
- b. Carpet sweep all carpeted areas, as needed.
- c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
- d. Clean toilets rooms, including toilets and soap containers. Furnish and maintain constant supply of deodorant material.
- e. Wash all drinking fountains.
- f. Refill hand sanitizer dispensers in common areas, where applicable

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g. In the restrooms:

1. Clean restroom fixtures and chrome fittings.
2. Clean and refill all dispensers (including deodorant material).
3. Wet mop restroom floors.
4. Sanitize toilets, toilet seats, and urinals.
5. Spot wash walls, partitions, and doors.

2. Weekly:

a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).

b. Damp mop, and buff all non-carpeted floors.

c. Vacuum all carpeted areas.

3. Monthly:

a. Wash waste baskets.

b. Damp mop and buff all non-carpeted floors.

c. Vacuum all carpeted areas.

3. Monthly:

a. Wash waste baskets.

b. Damp mop and buff all non-carpeted floors; wax and buff non-carpeted floors.

c. Clean or wash walls as needed to present a neat appearance.

d. Dust all ledges and flat surfaces within reach.

e. Dust and clean all light fixtures.

f. Dust and clean all venetian blinds.

g. Wash restroom walls, partitions, and doors.

4. Semi-Annually:

a. Wash all exterior office windows.

5. Once a Year:

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a. Strip old wax from all floor space and rewax. This service is to be performed in conjunction with one of the quarterly cleaning schedules.

b. Shampoo all carpeted floors.

D12 - Measurement For Payment (10/96)

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D13 - Non-Restoration (10/96)

The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

D14 – Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist " form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense.

D15 - Operating Costs Escalator (10/96)

Beginning with the second year of the lease and each year after, Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

The amount shall be determined by multiplying the total first year's estimated costs of these items, as negotiated and established prior to the lease award, by the percent of change in the cost of living index from the base figure. The base figure shall be the index figure published for the month prior to the lease commencement date. The percent change shall be computed by comparing the base figure with the index figure published for the month, which begins each successive 12-month period. For example, a lease which commences in June of 1981 would have as the base figure the index published for May of 1981, and that figure would be compared with the index published for May of 1982, May of 1983, and so on, to determine the percent change. The U.S. Department of Labor Revised Consumer Price Index shall measure the cost of living index for Wage Earners and Clerical Workers, U.S. City Average, All Items figure, (1967=100) published by the Bureau of Labor Statistics. Payment shall be made with the monthly installment of fixed rent.

Rental adjustments shall be effective on the anniversary date of the lease. Payment of the adjusted rental rate shall become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.

If Government exercises an option to extend the lease term at the same rate as that of the original term, the option price shall be based on the adjustments during the original term. Annual adjustments will continue.

In the event of any decreases in the cost of living index occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

The base for the operating costs adjustment will be \$_____

D16-Plans (8/02)

Thirty days after occupancy, lessor must submit a final set of hard copy as-built plans and reproducible floor plans in 1/8" scale depicting rented space and identifying entrances, exits, stairs, windows, partitions, closets, architectural, construction documents to include but not limited to electrical, mechanical, structural, fire protection, plumbing plans, architectural plans, lighting plans, furniture plans, installation plans, typical workstations, etc. A CAD program compatible with the latest release of AutoCAD and accessible and readable by the Government for future use shall generate the plans. The file(s) will be dwg format. All files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. The submitted disks shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operators shall demonstrate the submission on FAA equipment, if requested by the Real Estate Contracting Officer.

D17 - Progressive Occupancy (10/96)

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis. Rental payments shall become due on the first workday of the month following the month in which an increment of space is occupied, except that should an increment of space be occupied after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was occupied. The commencement date of the firm term will be a composite determined from all dates of incremental occupancy.

D18 - Tax Adjustment (10/96)

(a) The Government shall pay additional rent for its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). Payment will be in a lump sum and become due on the first workday of the month following the month in which paid tax receipts for the base year and the current year are presented, or the anniversary date of the lease, whichever is later. The Government will be responsible for payment only if the receipts

are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the year of a full assessment.

(b) The Government's share of the tax increase will be based on the ratio of the square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.

(c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment of the rent shall become due on the first workday of the month following conclusion of the appeal proceedings.

(d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

D19 - Time Extensions (10/96)

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Real Estate Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Real Estate Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

D20-Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D21-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

SECURITY REQUIREMENTS

E-1. Facility Security (Updated 4/09)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at _____ for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

E-2. Contractor Personnel Suitability Requirements (4/09)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable

employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

[RECO insert appropriate Regional or Center information here or enter "none" if not applicable]

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all

subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

VI. SECTION F - SPECIAL REQUIREMENTS (if applicable)

VII. CERTIFICATION FORMS (8/02) -

See attached forms:

Certification of Seismic Compliance

FAA Safety and Environmental Certification Checklist

Vendor/Miscellaneous Payment Information Form

Red Line Content: Real Estate Guidance :
Section 2.6.3 : Attachment - A to Space Lease

ATTACHMENT A

Lease Number

DTFA__-__-_____

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two

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keys for each lock. Interior doors must be solid wood and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the Contracting Officer.

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

A5-HVAC (10/96)

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

A6-Lighting (10/96)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

A7-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least every five years. This includes moving and return of the furniture.

Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide ** reserved off-street parking spaces located **. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

A9- Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A10-Restrooms and Drinking Fountains (407/9609)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled accessible drinking fountain ~~on each floor where the FAA leases~~ with potable water within every 200 feet space of travel.

A11-Window and Floor Covering (8/02)

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the Real Estate Contracting Officer however, prior to occupancy all carpeting and window covering shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every eight (8) years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture.

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II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's normal operating hours.

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

B3-Services and Facilities (10/96)

The Lessor shall provide to the Government, as part of the rental consideration, the following:

Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.

Electrical power to the premises for the operation of lights, communications equipment, and office machines.

Water (hot and cold) and sewer to leased premises.

Trash removal for leased premises.

B4-Utilities Not Provided By The Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are excluded. The Lessor shall provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the lessor will furnish the Real Estate Contracting Officer, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

III. SECTION C - SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No.10.

C2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual

evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

C4-OSHA Requirements (10/96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

C5-Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for buildings of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor shall develop and promptly implement a plan of corrective action.

C6-Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

- (1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
- (2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION D – MISCELLANEOUS

D1-Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government

gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D2 - Condition Report (10/96)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

D3 - Contracting Officer's Representative (10/96)

The Lessor shall address all questions concerning this lease to ** who has been appointed the Contracting Officer's Representative for the administration of this lease, as written.

D4-Day to Day Extension (8/02)

The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D7 - Hold Harmless (10/96)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability

beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

D8 - If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

D9-Installation Of Antennas, Cables And Other Appurtenances (10/96)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government.

D10 - Interest For Late Payments (10/96)

If requested from the Lessor, the Government will pay an interest penalty when payment is not made within (30, 45, 60, 90, etc.)*** days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears and will be due on the first workday of each month and only as provided for by the lease.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 need not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retain in accordance with the terms of the contract.

Payments other than rent, the Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. An invoice shall include the following items:

- (i) Name and address of the Lessor.
- (ii) Invoice date.
- (iii) Lease Number
- (iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent

D11 - Janitorial Services (10/96)

The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary for that servicing. Listed below are the janitorial services to be provided and the frequency of those services.

Daily:

- a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
- b. Carpet sweep all carpeted areas, as needed.
- c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
- d. Clean toilets rooms, including toilets and soap containers. Furnish and maintain constant supply of deodorant material.
- e. Wash all drinking fountains.
- f. *Refill hand sanitizer dispensers in common areas, where applicable*

g. In the restrooms:

- 1. Clean restroom fixtures and chrome fittings.
- 2. Clean and refill all dispensers (including deodorant material).
- 3. Wet mop restroom floors.
- 4. Sanitize toilets, toilet seats, and urinals.
- 5. Spot wash walls, partitions, and doors.

2. Weekly:

- a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
- b. Damp mop, and buff all non-carpeted floors.
- c. Vacuum all carpeted areas.

3. Monthly:

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- a. Wash waste baskets.
 - b. Damp mop and buff all non-carpeted floors.
 - c. Vacuum all carpeted areas.
3. Monthly:
- a. Wash waste baskets.
 - b. Damp mop and buff all non-carpeted floors; wax and buff non-carpeted floors.
 - c. Clean or wash walls as needed to present a neat appearance.
 - d. Dust all ledges and flat surfaces within reach.
 - e. Dust and clean all light fixtures.
 - f. Dust and clean all venetian blinds.
 - g. Wash restroom walls, partitions, and doors.
4. Semi-Annually:
- a. Wash all exterior office windows.
5. Once a Year:
- a. Strip old wax from all floor space and rewax. This service is to be performed in conjunction with one of the quarterly cleaning schedules.
 - b. Shampoo all carpeted floors.

D12 - Measurement For Payment (10/96)

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D13 - Non-Restoration (10/96)

The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

D14 – Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist " form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense.

D15 - Operating Costs Escalator (10/96)

Beginning with the second year of the lease and each year after, Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

The amount shall be determined by multiplying the total first year's estimated costs of these items, as negotiated and established prior to the lease award, by the percent of change in the cost of living index from the base figure. The base figure shall be the index figure published for the month prior to the lease commencement date. The percent change shall be computed by comparing the base figure with the index figure published for the month, which begins each successive 12-month period. For example, a lease which commences in June of 1981 would have as the base figure the index published for May of 1981, and that figure would be compared with the index published for May of 1982, May of 1983, and so on, to determine the percent change. The U.S. Department of Labor Revised Consumer Price Index shall measure the cost of living index for Wage Earners and Clerical Workers, U.S. City Average, All Items figure, (1967=100) published by the Bureau of Labor Statistics. Payment shall be made with the monthly installment of fixed rent.

Rental adjustments shall be effective on the anniversary date of the lease. Payment of the adjusted rental rate shall become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.

If Government exercises an option to extend the lease term at the same rate as that of the original term, the option price shall be based on the adjustments during the original term. Annual adjustments will continue.

In the event of any decreases in the cost of living index occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

The base for the operating costs adjustment will be \$ _____

D16-Plans (8/02)

Thirty days after occupancy, lessor must submit a final set of hard copy as-built plans and reproducible floor plans in 1/8" scale depicting rented space and identifying entrances, exits,

stairs, windows, partitions, closets, architectural, construction documents to include but not limited to electrical, mechanical, structural, fire protection, plumbing plans, architectural plans, lighting plans, furniture plans, installation plans, typical workstations, etc. A CAD program compatible with the latest release of AutoCAD and accessible and readable by the Government for future use shall generate the plans. The file(s) will be dwg format. All files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. The submitted disks shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operators shall demonstrate the submission on FAA equipment, if requested by the Real Estate Contracting Officer.

D17 - Progressive Occupancy (10/96)

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis. Rental payments shall become due on the first workday of the month following the month in which an increment of space is occupied, except that should an increment of space be occupied after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was occupied. The commencement date of the firm term will be a composite determined from all dates of incremental occupancy.

D18 - Tax Adjustment (10/96)

(a) The Government shall pay additional rent for its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). Payment will be in a lump sum and become due on the first workday of the month following the month in which paid tax receipts for the base year and the current year are presented, or the anniversary date of the lease, whichever is later. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the year of a full assessment.

(b) The Government's share of the tax increase will be based on the ratio of the square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.

(c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects

to contest the tax assessment, payment of the rent shall become due on the first workday of the month following conclusion of the appeal proceedings.

(d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

D19 - Time Extensions (10/96)

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Real Estate Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Real Estate Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

D20-Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D21-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

SECURITY REQUIREMENTS

E-1. Facility Security (Updated 4/09)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at _____ for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall

provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

E-2. Contractor Personnel Suitability Requirements (4/09)

Please (a) see *This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:*

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password. The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.¹⁴

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;

- Date and place of birth (city and state);

- Social Security Number (SSN);

- Position and office location;

- Contract number;

- Current e-mail address and telephone number (personal or work); and

- Any known information regarding current security clearance or previous investigations (e.g.

the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 ~~Contractor~~ year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eOIP) system;
- Instructing the applicant how to enter and complete the eOIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eOIP form and submit other required material within 15 days of receiving the e-mail ~~from the SSE.~~

For items to be submitted outside eOIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel ~~Suitability~~ Security Requirements ~~Division~~, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

[RECO insert appropriate Regional or Center information here or enter "none" if not applicable]

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(~~January~~) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) ~~2009~~ If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) ~~but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.~~

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

VI. SECTION F - SPECIAL REQUIREMENTS (if applicable)

VII. CERTIFICATION FORMS (8/02) -

See attached forms:

Certification of Seismic Compliance

FAA Safety and Environmental Certification Checklist

Vendor/Miscellaneous Payment Information Form

Section 2.4.8 : Appendix H: Seismic

Old Content: Real Estate Guidance :

Section 2.4.8 : Appendix H: Seismic

Building must meet current seismic safety requirements (E.O. 12699 & 12941 & P.L. 101-614)

The current standard for seismic safety in Federally owned or leased buildings is found in NIST RP-6, *Standards for Seismic Safety for Existing Federally Owned or Leased Buildings*, January 2002 (link to <http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>),. RP-6 requires a “Seismic Safety Certification” to be performed prior to signing any new lease or renewing existing leases. The requirements for the Seismic Safety Certification were originally found in FEMA 310. However, FEMA 310 was superseded by American Society of Civil Engineers (ASCE) Standard 31-03, *Seismic Evaluation of Existing Buildings* in 2003. In addition, Section 1.3 of RP-6 lists a number of exemptions that may relieve the Agency of the Seismic Safety Certification. These exemptions **must** be applied on a case-by-case basis. The following section below on leased buildings gives guidance for the evaluation process.

The FAA is required to implement a program to mitigate seismic hazards in buildings occupied by FAA. It is FAA’s policy to ensure the safety of its employees accordingly, every effort should be made in the acquisition of space to house FAA employees in seismically safe buildings. In this regard, any new leases or renewals are to be made in buildings that comply with seismic standards or are exempt from the standards in accordance with Section 1.3 of RP-6.

There are several levels of seismic performance. For leasing purposes, RP-6 requires that, at a minimum, all buildings and space occupied by FAA personnel must meet the “Life-Safety” performance objective. A RECO may request a higher seismic performance objective if Agency requirements dictate a need for a performance objective higher than “Life Safety.” The other performance objectives are “Immediate Occupancy”, which implies that a building sustain a level of damage that was sufficiently minimal so that employees could reenter the building immediately after an inspection, and “Continuous Performance”, which requires no damage to a building and no need for employees to leave their duty stations during or after an earthquake.

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Leased Facilities

A licensed structural engineer, hired by the Lessor **must** certify on the [“Certification of Seismic Compliance”](#) form that the construction meets the established acceptable standard. The structural engineer’s certification is to be kept with the lease contract file for the life of the contract and included in the closeout file. An alternate document such as a letter from the lessor stating the building meets the seismic compliance does not take the place of the required certification form.

The RP-6 Standards shall apply to all or portions of a leased building by the FAA, unless exempt under the provisions of RP-6 Section 1.3 such as the following examples.

1.3.1 – Exception: The remaining useful life of the building or the agency’s requirement for the building has been identified as being less than five years.

1.3.2 - Exception: If no seismically conforming space is available, otherwise acceptable space with the best seismic resistance shall be pursued.

The Standards shall be applied to all privately owned buildings located on Federal land. Application of the Standards to evaluation and rehabilitation of seismic risks shall be the responsibility of the building owner. The RECO must include the seismic lease clause in any outgrant agreement or other agreement with the building owner to assure compliance to the Standard.

If none of the offers for leased space is located in a building that is fully compliant with FAA’s requirements for seismic safety, the RECO may not have the expertise in determining which of them is the most seismically resistant. In making these determinations, the RECO may need to contact the Seismic Safety Risk Mitigation Program (AJW-24).

Lease Clause

The seismic lease clause applies to all new and renewal leases and to construction of new buildings to be leased to FAA, construction of new buildings built with Federal assistance, and construction of new buildings and additions to existing buildings where FAA is responsible for regulating the structural safety of said buildings.

New Content: [Real Estate Guidance](#) :
Section 2.4.8 : Appendix H: Seismic

Building must meet current seismic safety requirements (E.O. 12699 & 12941 & P.L. 101-614)

The current standard for seismic safety in Federally owned or leased buildings is found in NIST RP-6, *Standards for Seismic Safety for Existing Federally Owned or Leased Buildings*, January 2002 (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>),. RP-6 requires a “Seismic Safety

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Certification” to be performed prior to signing any new lease or renewing existing leases. The requirements for the Seismic Safety Certification were originally found in FEMA 310. However, FEMA 310 was superseded by American Society of Civil Engineers (ASCE) Standard 31-03, *Seismic Evaluation of Existing Buildings* in 2003. In addition, Section 1.3 of RP-6 lists a number of exemptions that may relieve the Agency of the Seismic Safety Certification. These exemptions **must** be applied on a case-by-case basis. The following section below on leased buildings gives guidance for the evaluation process.

The FAA is required to implement a program to mitigate seismic hazards in buildings occupied by FAA. It is FAA’s policy to ensure the safety of its employees. Accordingly, every effort should be made in the acquisition of space to house FAA employees in seismically safe buildings. In this regard, any new leases or renewals are to be made in buildings that comply with seismic standards or are exempt from the standards in accordance with Section 1.3 of RP-6.

There are several levels of seismic performance. For leasing purposes, RP-6 requires that, at a minimum, all buildings and space occupied by FAA personnel must meet the “Life-Safety” performance objective. A RECO may request a higher seismic performance objective if Agency requirements dictate a need for a performance objective higher than “Life Safety.” The other performance objectives are “Immediate Occupancy”, which implies that a building sustain a level of damage that was sufficiently minimal so that employees could reenter the building immediately after an inspection, and “Continuous Performance”, which requires no damage to a building and no need for employees to leave their duty stations during or after an earthquake.

Leased Facilities

A licensed structural engineer, hired by the Lessor **must** certify on the [“Certification of Seismic Compliance”](#) form that the construction meets the established acceptable standard. The structural engineer’s certification is to be kept with the lease contract file for the life of the contract and included in the closeout file. An alternate document such as a letter from the lessor stating the building meets the seismic compliance does not take the place of the required certification form.

The RP-6 Standards shall apply to all or portions of a leased building by the FAA, unless exempt under the provisions of RP-6 Section 1.3 such as the following examples.

1.3.1 – Exception: The remaining useful life of the building or the agency’s requirement for the building has been identified as being less than five years.

1.3.2 - Exception: If no seismically conforming space is available, otherwise acceptable space with the best seismic resistance shall be pursued.

The Standards shall be applied to all privately owned buildings located on Federal land. Application of the Standards to evaluation and rehabilitation of seismic risks shall be the responsibility of the building owner. The RECO must include the seismic lease clause in any outgrant agreement or other agreement with the building owner to assure compliance to the Standard.

If none of the offers for leased space is located in a building that is fully compliant with FAA's requirements for seismic safety, the RECO may not have the expertise in determining which of them is the most seismically resistant. In making these determinations, the RECO may need to contact the Seismic Safety Risk Mitigation Program (AJW-24).

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Red Line Content: Real Estate Guidance : Section 2.4.8 : Appendix H: Seismic

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The current standard for seismic safety in Federally owned or leased buildings is found in NIST RP-6, *Standards for Seismic Safety for Existing Federally Owned or Leased Buildings*, January 2002 (link to <http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>),. RP-6 requires a "Seismic Safety Certification" to be performed prior to signing any new lease or renewing existing leases. The requirements for the Seismic Safety Certification were originally found in FEMA 310. However, FEMA 310 was superseded by American Society of Civil Engineers (ASCE) Standard 31-03, *Seismic Evaluation of Existing Buildings* in 2003. In addition, Section 1.3 of RP-6 lists a number of exemptions that may relieve the Agency of the Seismic Safety Certification. These exemptions **must** be applied on a case-by-case basis. The following section below on leased buildings gives guidance for the evaluation process.

The FAA is required to implement a program to mitigate seismic hazards in buildings occupied by FAA. It is FAA's policy to ensure the safety of its employees. ~~accordingly~~ **Accordingly**, every effort should be made in the acquisition of space to house FAA employees in seismically safe buildings. In this regard, any new leases or renewals are to be made in buildings that comply with seismic standards or are exempt from the standards in accordance with Section 1.3 of RP-6.

There are several levels of seismic performance. For leasing purposes, RP-6 requires that, at a minimum, all buildings and space occupied by FAA personnel must meet the "Life-Safety" performance objective. A RECO may request a higher seismic performance objective if Agency requirements dictate a need for a performance objective higher than "Life Safety." The other performance objectives are "Immediate Occupancy", which implies that a building sustain a level of damage that was sufficiently minimal so that employees could reenter the building immediately after an inspection, and "Continuous Performance", which requires no damage to a building and no need for employees to leave their duty stations during or after an earthquake.

Leased Facilities

A licensed structural engineer, hired by the Lessor **must** certify on the [“Certification of Seismic Compliance”](#) form that the construction meets the established acceptable standard. The structural engineer’s certification is to be kept with the lease contract file for the life of the contract and included in the closeout file. An alternate document such as a letter from the lessor stating the building meets the seismic compliance does not take the place of the required certification form.

The RP-6 Standards shall apply to all or portions of a leased building by the FAA, unless exempt under the provisions of RP-6 Section 1.3 such as the following examples.

1.3.1 – Exception: The remaining useful life of the building or the agency’s requirement for the building has been identified as being less than five years.

1.3.2 - Exception: If no seismically conforming space is available, otherwise acceptable space with the best seismic resistance shall be pursued.

The Standards shall be applied to all privately owned buildings located on Federal land. Application of the Standards to evaluation and rehabilitation of seismic risks shall be the responsibility of the building owner. The RECO must include the seismic lease clause in any outgrant agreement or other agreement with the building owner to assure compliance to the Standard.

If none of the offers for leased space is located in a building that is fully compliant with FAA’s requirements for seismic safety, the RECO may not have the expertise in determining which of them is the most seismically resistant. In making these determinations, the RECO may need to contact the Seismic Safety Risk Mitigation Program (AJW-24).

Lease Clause

The seismic lease clause applies to all new and renewal leases and to construction of new buildings to be leased to FAA, construction of new buildings built with Federal assistance, and construction of new buildings and additions to existing buildings where FAA is responsible for regulating the structural safety of said buildings.

Section 2.6.8 : Standard Space Lease Form

Old Content: Real Estate Guidance :

Section 2.6.8 : Standard Space Lease Form

**FEDERAL AVIATION ADMINISTRATION
LEASE FOR REAL PROPERTY
LEASE NUMBER
DTFA__-__-_____**

Section 1 – Space Lease

1. THIS LEASE, entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following described premises:

3. TERM - To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

3a.Option(s) to Extend Term -The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of \$ _____ per _____ shall be payable to the Lessor in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ shall be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT ONLY _____ DEG

ELECTRICITY

SPECIAL POWER – NOTED BELOW

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL

CHILLED DRINKING WATER

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HVAC - _____ DEG. F
DAILY TOILET SUPPLIES & CLEANING
DAILY JANITORIAL SERV. & SUPPLIES
GROUND MAINTENANCE
WINDOW WASHING – Frequency _____
CARPET CLEANING – Frequency _____
INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
PAINTING – Frequency _____ Space
Frequency _____ Public Areas
OTHER (SPECIFY) _____

Section 2 - GENERAL CLAUSES:

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration

or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within ____days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02)

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

Work or services;

Facilities or space layout; or

Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:

An equitable adjustment in the rental rate;

A lump sum equitable adjustment; or

An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or

resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

7O2. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until

correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website:

<https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with

paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY (OCT-06) (Note: Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06))

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property, the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of

leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1)

(i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR

waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

7Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

7Q4 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

7Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment

Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans'

Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT’S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award. In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

COMPLIANCE with LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT’S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance.

Buildings meeting the requirements of ASCE 31-03 using a safety objective of ‘Life Safety’ are considered to meet the GOVERNMENT’S requirement.

LESS THAN LIFE SAFETY

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance. In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current edition of the

International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7CC. LABOR STANDARDS (1/09) – If the Lessor proposes to satisfy the requirements of the lease through a construction of a new building or the complete rehabilitation or reconstruction of an existing building the Government will be the sole or predominant tenant such that nay other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Government. Full text versions of this clause are available at the following web site: <http://www.arnet.gov/far/>
52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
52.222-6 Davis Bacon Act

Section 3 - Closing

NOTICES -

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

XXXX Location

Address

City, State, Zip Code

FEDERAL AVIATION ADMINISTRATION

ATTN: Real Estate, XXX-XX(SYMBOL)

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Address

ATTACHMENTS -

See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

| | | |
|---|--|------------------|
| 9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i> | 9b. SIGNATURE OF OWNER | 9c. DATE |
| THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA | | |
| UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. | | |
| 10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i> | 10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER | 10c. DATE |

New Content: Real Estate Guidance :

Section 2.6.8 : Standard Space Lease Form

**FEDERAL AVIATION ADMINISTRATION
LEASE FOR REAL PROPERTY
LEASE NUMBER
DTFA__ - __ - ____**

Section 1 – Space Lease

1. THIS LEASE, entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following described premises:

3. TERM - To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

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This lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

3a.Option(s) to Extend Term -The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of \$_____ per _____ shall be payable to the Lessor in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ shall be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT ONLY _____ DEG

ELECTRICITY

SPECIAL POWER – NOTED BELOW

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL

CHILLED DRINKING WATER

HVAC - _____ DEG. F

DAILY TOILET SUPPLIES & CLEANING

DAILY JANITORIAL SERV. & SUPPLIES

GROUND MAINTENANCE

WINDOW WASHING – Frequency _____

CARPET CLEANING – Frequency _____

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

PAINTING – Frequency _____ Space

Frequency _____ Public Areas

OTHER (SPECIFY) _____

Section 2 - GENERAL CLAUSES:

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7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within ____days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspection the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02)

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

Work or services;

Facilities or space layout; or

Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:

An equitable adjustment in the rental rate;

A lump sum equitable adjustment; or

An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

7O2. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration

(FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.
- The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

- a. Accept payment by check or
- b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

2 If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any

erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY (OCT-06) (Note: Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06))

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property, the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business

of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting

Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

7Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

7Q4 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR
REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____/_____
Signature of Offeror /Date

7Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you
utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the

Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT'S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

All offers received in response to screening information request will be evaluated to determine

whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award. In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

COMPLIANCE with LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of 'Life Safety' are considered to meet the GOVERNMENT'S requirement.

LESS THAN LIFE SAFETY

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance. In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current edition of the International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the

GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7CC. LABOR STANDARDS (6/09) – By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (RECO) that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Section 3 - Closing

NOTICES -

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

XXXX Location

Address

City, State, Zip Code

FEDERAL AVIATION ADMINISTRATION

FAST Version 07/2009

CR 09-69

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ATTN: Real Estate, XXX-XX(SYMBOL)

Address

ATTACHMENTS -

See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

| | | |
|---|--|------------------|
| 9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i> | 9b. SIGNATURE OF OWNER | 9c. DATE |
| THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA | | |
| UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. | | |
| 10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i> | 10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER | 10c. DATE |

Red Line Content: Real Estate Guidance :
Section 2.6.8 : Standard Space Lease Form

FEDERAL AVIATION ADMINISTRATION ~~LEASE~~
LEASE FOR REAL PROPERTY ~~LEASE~~
LEASE NUMBER ~~DTFA~~
DTFA - - - - -

Date of Lease: _____

-

Section 1 – Space Lease

1. THIS LEASE ~~(9/98)~~, entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION ~~(10/96)~~– The Lessor hereby leases to the GOVERNMENT the following described premises:

3. TERM ~~(1/01)~~- To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals. ~~This~~
This lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

3a

3a.Option(s) to Extend Term ~~(7/07)~~-The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause- 5- herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the- option(s) or of its intent to vacate- the premises at the end of the lease term. Any extension exercised by the- Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.-

4. CANCELLATION ~~(8/02)~~- The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL ~~(10/96)~~- Rent in the amount of \$ _____ per _____ shall be payable to the Lessor in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ shall be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)-~~(10/96)~~ Services
Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment. ~~HEAT~~
HEAT ONLY _____ DEG-~~ELECTRICITY~~ SPECIAL
ELECTRICITY
SPECIAL POWER – NOTED BELOW-~~WATER~~
WATER (hot & cold)-~~SNOW~~
SNOW REMOVAL-~~TRASH~~
TRASH REMOVAL-~~CHILLED~~
CHILLED DRINKING WATER-~~HVAC~~
HVAC - _____ DEG. F-~~DAILY~~
DAILY TOILET SUPPLIES & CLEANING-~~DAILY~~
DAILY JANITORIAL SERV. & SUPPLIES-~~GROUND~~
GROUND MAINTENANCE-~~WINDOW~~
WINDOW WASHING – Frequency _____-~~CARPET~~

CARPET CLEANING – Frequency _____ ~~INITIAL~~
INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS ~~PAINTING~~
PAINTING – Frequency _____ Space
Frequency _____ Public Areas ~~OTHER~~
OTHER (SPECIFY) _____

~~7.~~ **Section 2 - GENERAL CLAUSES:**

~~A~~

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

~~B~~

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

~~C~~

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

~~D~~

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

~~E~~

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when

required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

F

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

G

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

H

7H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within ____ days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

I

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

J

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.-

K

7K. CHANGES (8/02)

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following: ~~Work~~

~~Work~~ or services; ~~Facilities~~

~~Facilities~~ or space layout; or ~~Amount~~

~~Amount~~ of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following: ~~An~~

~~An~~ equitable adjustment in the rental rate; ~~A~~

~~A~~ lump sum equitable adjustment; or ~~An~~

~~An~~ equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

L

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

M

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

N

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

01

701. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

~~(1)-Office~~

Office of Dispute Resolution for Acquisition, AGC-70,
— Federal ~~Federal~~ Aviation Administration, 800 Independence Avenue, S.W., Room
323, Washington, DC 20591,
— ~~Telephone~~ Telephone: (202) 267-3290,
— ~~Facsimile~~ Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. ~~The~~

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

02

702. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C.

46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

(+)

Office of Dispute Resolution for Acquisition, AGC-70,
— ~~Federal~~ Federal Aviation Administration, 800-Independence Avenue, S.W., Room
323, Washington, DC 20591,
— ~~Telephone~~ Telephone: (202) 267-3290,
— ~~Facsimile~~ Facsimile: (202) 267-3720

(2)

At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
- (ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing. ~~The~~ The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided ~~by~~ the RECO.

P

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

Q+

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER- (OCT-06):

(a) Method of payment.

- 1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph ~~(a)~~ (2) or (a) (3) of this lease. As used in

this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.-2

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or-b

b.-Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph-(d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause,- "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information-,- Non-CCR".-

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31-CFR Part-210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

←

1). If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

⤵

2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

~~702~~ - CENTRAL CONTRACTOR REGISTRATION - REAL ~~PROPERTY~~ - (OCT-06) (Note: Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION" - NON-CCR (OCT-06)) ~~The~~

The FAA uses the Central Contractor Registration (CCR) ~~system~~ as the primary means to maintain Contractor information required for payment under any FAA contract. -

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" ~~is~~ synonymous with "Lessor" ~~for~~ real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property; the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- * Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

-

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one-business day's written notification of its intention to:

a) Change the name in the CCR database; ~~Agree~~

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the

Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer- Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

Q3

703 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) - If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".-

Q4

7Q4 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number- - Real Property".

(b) _____ / _____ ~~Signature~~
~~Signature~~ of Offeror /Date-

Q5

7Q5 - CONTRACTOR PAYMENT INFORMATION- - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.-

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer- - Real Property".-

R

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

S

ZS. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.~~4a~~

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

T

TT. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

U

UU. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

V

VV. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

W

WW. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

X

ZX. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

Y

ZY. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

Z

ZZ. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees ~~to~~ to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

AA

ZAA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT’S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762. ~~All~~

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

~~In~~

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

COMPLIANCE

COMPLIANCE with LIFE SAFETY ~~Buildings~~

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT’S

minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of 'Life Safety' are considered to meet the GOVERNMENT'S requirement. ~~LESS~~

~~LESS~~ THAN LIFE SAFETY ~~Existing~~

~~Existing~~ buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance. ~~In~~ ~~In~~ the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

~~BB~~

~~7BB~~. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current ~~-~~ edition of the International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification. ~~During~~

~~During~~ the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer. ~~The~~ ~~The~~ sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause. ~~In~~

~~In~~ the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

~~CC~~

7CC. Davis-Bacon LABOR Act STANDARDS (46/9609) – By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (a RECO) All that all laborers and mechanics employed or working upon the site of the leased work premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the ~~Contractor~~ **Lessor** and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the ~~Contractor~~ **Lessor** and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

~~(b) Additional wage classifications. (1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification, and wage rate and fringe benefits therefor, only when all the following criteria have been met: (A) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination. (B) The classification is utilized in the area by the construction industry. (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (D) With respect to helpers, such classification prevails in the area in which the work is performed. (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is **Section** necessary. (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the~~

~~Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary. (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) or (b)(3) of Closing~~

NOTICES ~~this-~~

~~All clause notices/correspondence shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate writing, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (d) If reference the Contractor does not make payments to a trustee or other third Lease person number, the Contractor and may consider be addressed as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that the Secretary of Labor has follows:~~

XXXX found Location

Address

City, upon the written request of the Contractor State, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (e) The FAA reserves the unilateral right to modify this contract to incorporate changes to the wage rates issued by the Department of Labor. If such changes cause an increase or decrease in Zip the Code

FEDERAL contractor's AVIATION cost ADMINISTRATION

ATTN: of performance Real Estate, the Contracting Officer shall equitably adjust the contract price. (f) The Contractor shall comply with the requirements of the Copeland ("Anti XXX-Kickback") Act (18 U.S.C. 874 and 40 U.S.C. 276c) and its implementing regulations XX (29 CFR Part 3 SYMBOL), which prohibit inducing or intimidating employees to accept lessor compensation than they are entitled to under a contract of employment.

8. ATTACHMENTS Address (8/02)- _____

See

ATTACHMENTS -

See herein attached - Attachment A

IN

IN WITNESS WHEREOF, the parties hereto have signed their names:

| | | |
|---|--|--|
| 9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i> | 9b. SIGNATURE OF OWNER | 9c. DATE (10/96) |
| THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA | | |
| UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. | | |
| 10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i> | 10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER | 10c. DATE (10/96) |

Section 1.3.11 : Cancellation Agreement

Old Content: Real Estate Guidance :

Section 1.3.11 : Cancellation Agreement

**U.S. Department of Transportation
Federal Aviation Administration**

CANCELLATION AGREEMENT

It is hereby agreed that the _____ (lease, license, agreement), dated _____, bearing contract number _____ entered into between _____ and the United States of America for: _____ (brief descriptions of what facility is being decommissioned or cancelled), shall terminate effective as of _____ (date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

New Content: Real Estate Guidance :
Section 1.3.11 : Notice of Cancellation of Lease

**U.S. Department of Transportation
Federal Aviation Administration**

NOTIFICATION OF CANCELLATION

Notice is hereby given that the _____ (lease, license,
agreement), dated _____, bearing contract number
_____ entered into between
_____ and the United States of America for:
_____(brief descriptions of what facility is being decommissioned or
cancelled), shall terminate effective as of _____(date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

Red Line Content: Real Estate Guidance :
Section 1.3.11 : Notice of Cancellation Agreement of Lease

**U.S. Department of Transportation
Federal Aviation Administration**

~~CANCELLATION~~NOTIFICATION OF AGREEMENT~~CANCELLATION~~

~~It~~Notice is hereby ~~agreed~~given that the _____ (lease, license, agreement), dated _____, bearing contract number _____ entered into between _____ and the United States of America for: _____ (brief descriptions of what facility is being decommissioned or cancelled), shall terminate effective as of _____ (date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

Section 2.6.24 : Cancellation Agreement

Old Content: Real Estate Guidance :

Section 2.6.24 : Cancellation Agreement

**U.S. Department of Transportation
Federal Aviation Administration**

CANCELLATION AGREEMENT

It is hereby agreed that the _____ (lease, license, agreement), dated _____, bearing contract number _____ entered into between _____ and the United States of America for: _____ (brief descriptions of what facility is being decommissioned or cancelled), shall terminate effective as of _____ (date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

New Content: Real Estate Guidance :
Section 2.6.24 : Notice of Cancellation of Lease

**U.S. Department of Transportation
Federal Aviation Administration**

NOTIFICATION OF CANCELLATION

Notice is hereby given that the _____ (lease, license,
agreement), dated _____, bearing contract number
_____ entered into between
_____ and the United States of America for:
_____(brief descriptions of what facility is being decommissioned or
cancelled), shall terminate effective as of _____(date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

Red Line Content: Real Estate Guidance :
Section 2.6.24 : Notice of Cancellation Agreement of Lease

**U.S. Department of Transportation
Federal Aviation Administration**

~~CANCELLATION~~**NOTIFICATION OF AGREEMENT**~~CANCELLATION~~

~~It~~Notice is hereby ~~agreed~~given that the _____ (lease, license, agreement), dated _____, bearing contract number _____ entered into between _____ and the United States of America for: _____ (brief descriptions of what facility is being decommissioned or cancelled), shall terminate effective as of _____ (date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

Section 2.4.1 : Appendix A: Administrative Space Guidance

Old Content: Real Estate Guidance :

Section 2.4.1 : Appendix A: Administrative Space Guidance

I. General:

The following guidance presents the space standard for all administrative space in FAA owned, leased and GSA controlled facilities. The following guidance is designed to promote the efficient utilization of FAA administrative office space. This guidance has been developed to help FAA LOB and Staff Offices (SO) effectively plan and manage FAA's real property use and cost. Since there are many variables associated with space, e.g. configuration of existing space, funding limitations, available furniture, etc., it makes it impossible to establish rigid space standards. Therefore the administrative space standard establishes a baseline for all FAA LOB and SO (referred to as the "originating office" in this document) to use in order to determine and evaluate individual administrative office needs. This space standard should be adhered to and deviated from only in those instances when documentation supports such deviation. This administrative space standard applies to all authorized personnel (i.e. permanent, temporary, part-time, seasonal employees and approved FAA contractors). It should be noted that Operating

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(Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

II. APPLICABILITY:

This standard is applicable to all FAA owned, FAA leased and GSA controlled administrative space except for those facilities defined in Section VI, Exemptions to the Administrative Space Standard below. Existing space will be subject to the space standard when an originating office alters/reconfigures or acquires additional or new space or occupies GSA controlled space (see section IX, GSA Controlled Space).

III. DEFINITIONS:

Below are definitions for commonly used terms in this guidance.

1. **Administrative Primary Office Space** - Primary Office Space is the personnel-occupied area in which an activity's normal operational functions are performed. Space is allocated based on the total number of authorized personnel (permanent, temporary, part-time, seasonal employees and approved FAA contractors) occupying open or closed office work areas.
2. **Administrative Support Space** - All secondary/shared workstations, extraordinary circulation space, and space for those specific mission needs outside the agency's requirements for housing personnel. This includes space for mission needs such as reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and, conference rooms not having special buildout, library and reference areas.
3. **Acquiring Organization** - The regional real estate section in Logistics or the space management organization in the centers is the main point of contact for space requests.
4. **Common Use Space** – Space used by multiple FAA organizations and available for use by all FAA personnel. Space such as conference rooms (not associated with a single FAA organization), general reception areas, loading docks and shipping and receiving platforms, etc.
5. **Hotelling** - Employees reserve workspace in advance at the corporate office where there are fewer workspaces than staff (the ratio of staff to offices can be anywhere from 2:1 to 10:1 or higher).
6. **Joint Use Space** - Space that benefits all of the building tenants such as cafeterias, conference rooms (those not under FAA control), credit unions, snack bars, health/fitness facilities, and child care centers.
7. **Occupiable Square feet** - The method of measurement for the office area where FAA occupies a facility.

It is determined as follows:

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- If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

- If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls or the center of tenant-separating partitions.

In either case, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including these enclosing walls:

- a. Toilets and lounges
- b. Stairwells
- c. Elevators and escalator shafts
- d. Building equipment and service areas
- e. Entrance and elevator lobbies
- f. Stacks and shafts and
- g. Corridors in place or required by local codes and ordinances.

8. **Office Space** - Space which provides an environment suitable for an office operation. There are two categories of office space: primary office space and support space (see definitions for Administrative Primary Office Space and Administrative Support Space for further details). Typical office standard space is constructed with the following finishes: carpet, lights, ceiling, HVAC and painted finished walls.

9. **Operating (Technical) Space** - Operating (technical) space is defined as space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

10. **Originating Office** - This may be either the using office or an office in the organizational or supervisory line with responsibility for obtaining space for the using office. This office develops space requirements and prepares a request for the space with sufficient information for development and validation of the requirements.

11. **Non-Office Personnel** - Personnel assigned to operational or other space should not count towards the administrative space utilization standard.

12. **Personnel** - means the peak number of persons to be housed by a LOB/SO during a single 8-hour shift, regardless of how many workstations is provided for them. In addition to permanent employees of the agency, personnel include temporary, part-time, seasonal, and approved contractual employees and budgeted vacancies. Regional or Field offices should also include detailees from other Regions, Headquarters and/or non-DOT agencies. Headquarter offices should include detailees from the Regions and/or non-DOT agencies but not from other Headquarter offices. Employees of other LOB/SO who are housed in the space (i.e. Integrated Product Teams, etc.) are also included in the personnel total.

13. **Special Space** - Special space means unique architectural/construction features, requiring the installation of special equipment or requires additional monies above the standard office space to construct, maintain and/or operate as compared to office and storage space.

14. **Storage Space** - Space that is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating. Supply rooms, storerooms, file rooms and warehouse areas that are not finished to office standards are classified as storage space.

15. **Telecommuting** - (Work-at-home) Home-based workers who bring work to their home, eliminating the need to commute to the work site.

16. **Telecommuting Centers** - (Satellite Office) Alternative work site located closer to employees' homes that provide all office services. May be used on a full-time or part-time basis by those who want to shorten their commute but can not work from home, or by telecommuters as a support site for copying, faxing, etc.

17. **Types of Space** - There are three (3) types of space occupied by FAA: 1) FAA owned, 2) FAA leased, and 3) GSA controlled space.

IV. UTILIZATION SPACE STANDARD:

The average utilization rate for all administrative space occupied by FAA LOB and SO will be 152.5 occupiable square feet per person (osf). A person is the following type of employees: permanent, temporary, part-time, seasonal employees and approved FAA contractors. Any exemptions to this administrative space standard are defined in Section VI, Exemptions to the Administrative Space Standard below. The 152.5 is an average per person, however the square footage for any specific individual may vary up or down from the average.

The administrative space standard is a calculation involving the number of personnel, the circulation factor, and the following types of space: all office areas (closed or open), shared workstations, originating office conference rooms, reception/waiting areas, meeting areas, file

areas, central storage areas, processing areas, and library and reference areas. Below is the method to calculate the utilization rate for originating office requirements.

1. Administrative Office Space Utilization Rate: The average Administrative Office Space utilization should not exceed 125 square feet per person. The 125 square feet per person is the utilization rate for the primary office area. Administrative Office space is all office areas where normal operational functions are performed by personnel (see Section II, administrative primary office space definition). This square footage standard stands regardless of the types of furniture options (freestanding, modular or systems). Circulation allowances are included in this number.
2. Administrative Support Space Percentage: The support space should not exceed 22 percent of the primary office space. Allowances may be made for those unique functions that require additional support space above the primary support factor of 22 percent. Administrative Support Space should accommodate the following areas: reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, mail areas, work areas, conference rooms not having special buildout, library and reference areas and aisles and corridors.
3. Total Utilization Rate Formula: The calculation formula for the average amount of administrative office and support space per person is as follows: $125 \text{ sq. ft.} + (125 \text{ sq. ft.} \times 22\%) = \text{an average of } 152.5 \text{ osf per person}$

V. DEVIATIONS TO THE ADMINISTRATIVE SPACE STANDARD OF 152.5 SQUARE FEET

The originating office must submit a written justification with the requirements package for any increase in space above the 152.5 square foot average per person standard to the approving official at the LOB/SO headquarters office. This written justification must be based upon mission or unique requirements such as limited space due to building configuration. The approving headquarters official must also certify funding availability. See Section VIII for additional details on funding. The originating office must send the approved waiver with requirements package to the RECO or to the Mike Monroney Aeronautical Center (MMAC) Space Manager, AMP-400. The RECO or the space manager should acknowledge the approved waiver and acquire the additional space, if available.

VI. EXEMPTIONS TO THE ADMINISTRATIVE SPACE STANDARD:

Below is a list of examples of exempted space types from the administrative space standard. If an originating office's requirements do not fit any of the exemptions below, the RECO will make a determination on a case-by-case basis.

A. Special Space - Space with unique architectural/construction features, requiring the installation of special equipment or requires additional sums to construct, maintain and/or operate as compared to standard office and storage space. Special space provides space for an

originating office to perform special or unique functions such as an engineer requiring a drafting desk, which is larger than a typical workstation.

Examples of special space:

1. Food Service Areas: Cafeterias, Snack Bars, Mechanical Vending Areas, and Private Kitchens.
2. Laboratories
3. Libraries with special stacks (shelving) requiring load-bearing floors (normal floor loading is 80 live load and 20 dead load).
4. High-density filing areas
5. Auditoriums
6. Training classrooms
7. Automatic Data Processing Rooms - areas having special features such as humidity and/or temperature control, raised flooring, and ceiling heights exceeding office standards, and extensive power requirements.
8. Computer rooms, telecommunication rooms with special environmental requirements
9. Computer Tape Vaults
10. Conference Rooms with special equipment and/or HVAC
11. Sensitive Compartmentalized Information Facility (SCIF) area
12. Hot Copy Rooms
13. Operating (Technical) space - see section C.
14. Shop type space
15. Light-Industrial type space

B. Storage Space - Storage space is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating including: supply rooms, storerooms, and file rooms that are not finished to office standards. Storage space is typically located in the basement or garage of a building.

C. Operating (Technical) Space - space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. Operating (Technical) space tends to be the dominant space in a facility whereas administrative is space supporting the operating function. Any administrative space requirements within operating space are subject to the 152.5 sq. ft. baseline.

D. Small, stand-alone operating field offices (i.e. Airport Field Office) that have eight or fewer total personnel should be housed as efficiently as possible.

E. The shape and design (configuration) of a building and its impact on space utilization may be considered an exemption. Although the originating office should submit to the RECO for review documentation to support this factor as an exemption.

VII. PLANNING AND DEVELOPING ADMINISTRATIVE SPACE REQUIREMENTS

Prior to acquiring or constructing space, the originating office should submit their requirements to the acquiring organization, the RECO, in order to determine their actual space needs. Requirements received from the originating office may be general or specific in nature. If the originating office chooses to submit specific requirements, they may choose the option to fill out the Space Requirements Questionnaire (see Space Forms, 14) or any other space-planning checklist. When planning and developing their administrative space requirements, the originating office should use the administrative space standard as a baseline. Originating office should also remember that when developing requirements, the space measurement used is occupiable square footage. For more information on "occupiable square feet" see definitions section III.

Determine if vacant space is available at other FAA-owned or leased facilities for these administrative space needs. If the administrative space requires the construction of a new facility, first determine if FAA-owned property is available to build this facility on. The order of priority is to occupy existing a.) FAA-owned space b.) FAA-leased space c.) GSA controlled space prior to acquiring commercial or privately owned space. Provide ample notification to the RECO or FAA Space Management organization during the planning process to assure availability of space when it is needed.

The RECO can provide assistance to the originating office with filling out the questionnaire. If FAA or GSA space is not available, or special program needs dictate otherwise, then commercial or privately owned space may be acquired. It should be further noted that space requirements development (through the appropriate local space management organization) is one of the initial steps to begin the acquisition space process. Once an originating office submits their requirements, the RECO can proceed with rest of the acquisition steps listed below. All the steps listed below are coordinated by the RECO with the originating office. For example the RECO sets up and attends all market surveys. Once the acquisition process is over the RECO is authorized to commit the government to using space.

Below are list of the steps for the acquisition space process.

1. Requirements and Planning
2. Advertising
3. Procurement Method
4. Market Survey
5. Request for Offers
6. Negotiations
7. Evaluation of Offers
8. Award

The above acquisition process varies slightly for space requirements under 10,000 square feet. For further information on the space acquisition process please see Space Guidance above.

Questions to ask prior to planning and developing requirements:

When an originating office is developing their requirements for administrative space, they should keep the following questions in mind. They may also work with the RECO in answering the questions together.

- Can a variation from the space standard be justified on the basis of mission or unique requirements?
- Is the planned assignment based on an open floor plan with systems furniture, with one workstation per person?
- Can adjustments be made for workstation sharing, telecommuting, hotelling, working in shifts, etc.?
- How much of existing space buildout can be used? How much space planning will be required?
- Will the building design and shape have an impact on the administrative support space percentage?

Space Requirement Questionnaire:

After the originating office has considered the above questions, they have the option of filling out "[Space Requirement Questionnaire](#)" or any other space-planning checklist. The RECO can assist the originating office with completing the Questionnaire. By completing the attached Questionnaire, the originating office can identify their specific requirements to support and justify their space needs. Once the originating office finishes the questionnaire, it should be forwarded to the acquiring organization for assistance in determining their final requirement.

VIII. BUDGET PLANNING FOR ADMINISTRATIVE SPACE REQUIREMENTS:

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When planning for space requirements an originating office should always consider the full economic cost of real property. All FAA organizations need to remember the importance of budget planning for real estate costs when beginning their initial planning of a space requirement(s). For all FAA owned and leased space, the originating office should prepare a line item budget for all employee space needs. All FAA organizations must be familiar with the budgetary impacts of long leases and plan accordingly if they contemplate leases for space that may exceed 5 years in duration. See OMB Circular A-11, Appendix B, "Budgetary Treatment of Lease Purchases and Leases of Capital Assets" for further information. ASU-400 prepares all GSA occupied space budget line items.

Furthermore, the originating office should consider preparing a budget line item for furniture (workstation) replacement every fifteen (15) years. The budget planning for space requirements by the originating office should also consider the periodic program modifications that would result in workspace expansion or alterations.

Suggestions to LOB/SO are to consider saving money.

- If an organization's current or future year budget proposes new programs or initiatives, include the real property implication of the programs. The organization should include funding projections for associated real property costs as well as the cost of the programs.
- Organizations should budget for space requirements in two phases. First, the organization should request a line item in their budget for their initial space request. Second, as the organization has defined their requirements, selected a site and received an estimated cost for buildout above the base lease, the organization should budget for a total lump sum amount instead of amortizing the entire design and construction cost.
- Organizations should perform a cost analysis to determine if it is more economical to construct a new facility rather than leasing.

IX - GSA CONTROLLED SPACE CLARIFICATION

Headquarters (ASU-400) must approve all GSA controlled space requests prior to the acquiring organization (i.e. AXX-50) taking action on the request. LOBs/SOs must fund any new requests for space not previously identified in the GSA rent budget submission. LOBs/SOs must submit written mission related justification for any additional space requirements in excess of the 152.5 square feet baseline. If the request for additional space is approved, the LOB/SO must pay for the additional rental cost over the 152.5 square feet baseline. Depending on the operations budget in any given fiscal year, LOBs/SOs may be charged for existing space that is occupied over the 152.5 square feet baseline. This means that if a LOB/SO currently has a utilization rate of 170 square feet per person, the LOB/SO will have to supplement the GSA rent for 17.5 square feet per person that they are over the 152.5 square feet baseline

Below are the rent supplementation procedures for GSA controlled space:

SUPPLEMENTATION PROCESS

COVERED UNDER THE GSA

RENT PROGRAM

The supplementation process outlined below is applicable to both regions and headquarters. The utilization rate of 152.5 square feet per person standard applies to both federal and approved FAA contract personnel housed in GSA controlled space. In addition, when a LOB or SO current utilization and future needs are being assessed, the Logistics Divisions in the regions and the Facilities Management Division at Headquarters will evaluate a their total square foot usage, including that occupied by its contractors. Base fund transfers will be the mechanism utilized to effect changes in rent fund allocations. This method allows all funding to remain under one accounting classification.

Prior to the supplementation process the region should complete the following:

- Upon receiving a request for additional space from a LOB/SO, the region will evaluate the existing space of the LOB/SO. If the LOB/SO utilization rate for that location exceeds the 152.5 sq. ft. criteria, the feasibility of satisfying the requirement in the existing space should be determined.
- If the requirement can not be satisfied within the existing LOB/SO space, the region will determine if the request can be satisfied in other existing space (FAA owned or FAA leased, or other GSA assigned space)
- If the requirement can only be satisfied with additional space, the LOB/SO may pursue supplementation.

Supplemental Procedures:

- 1) Prepare a memorandum to the Manager of the Facilities Management Division, ASU-400 outlining the transfer of operational funds from the requesting office to the GSA rent account to cover GSA rent charges. NOTE: The transfer of F&E funding is not a viable option because GSA Rent is funded through operational dollars.
- 2) The memo will include justification for the additional space, location, and terms of the agreement, requesting office, square footage, and the annualized rental amount. For your convenience, attached is a sample memorandum.
- 3) The transfer of operational funds memorandum will have to be processed starting each fiscal year for the duration of the requirement. If the commencement date starts during the fiscal year, the date should agree with the month and day. Supplementation will be effective based on the month and day the space is occupied.
- 4) In the last year of the lease, transfer of the operational funds memorandum will only cover the months that organization will occupy the space.

Short-Term GSA Space (requirements one year or less)

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- Headquarters Requests. The memorandum transferring funds will then be forwarded to the Manager of the Accounting Operations Division, AFM-200, to obligate the operational funds.
- Regional Requests. The requesting organization will prepare the memorandum and forward to their Logistics Office. The Realty specialist will evaluate the request and provide ASU-400 with the appropriate accounting code and copy of the memorandum. After review, ASU-400 will forward to AFM-200 to obligate the funds. The memorandum should be prepared two weeks prior to obligation.

Long-Term GSA Space (requirements one year or more)

- **ASU-400 will forward the headquarters and/or regional memorandum/request to ABU-200 with a courtesy copy sent to AFM-200.**
- ABU-200 will request LOB's Headquarters to approve the request to transfer the funding.
- Upon authorization from the Headquarters level, ABU-200 will prepare an allowance document to transfer the funds from the requesting organization's budget baseline and increase ASU-400 GSA Rent baseline. The memorandum should be prepared four weeks prior to obligation.

X. Frequently Ask Questions (FAQ)

Q: How do I determine the administrative space standard for my organization?

A: The standard is the same for all FAA administrative space, 152.5 square feet per person.

Q: What if my organization does not fit one of the examples of exemptions? What do I do and whom do I speak with?

A: If you are unsure if the type of space your organization occupies is exempted from the administrative space standard, you need to contact your region/center RECO (AXX-50's, AMP-1).

Q: Who decides if my space meets the exemptions or not?

A: The RECO will determine if your space is exempted from the standard.

Q: What if my organization needs help to fill out the "Space Requirement Questionnaire"?

A: If you need help filling out the Space Requirement Questionnaire, you can contact your region/center RECO. The RECO will help you fill out the form.

New Content: Real Estate Guidance :

Section 2.4.1 : Appendix A: Administrative Space Guidance

I. General:

The following guidance presents the space standard for all administrative space in FAA owned, leased and GSA controlled facilities. The following guidance is designed to promote the efficient utilization of FAA administrative office space. This guidance has been developed to help FAA LOB and Staff Offices (SO) effectively plan and manage FAA's real property use and cost. Since there are many variables associated with space, e.g. configuration of existing space, funding limitations, available furniture, etc., it makes it impossible to establish rigid space standards. Therefore the administrative space standard establishes a baseline for all FAA LOB and SO (referred to as the "originating office" in this document) to use in order to determine and evaluate individual administrative office needs. This space standard should be adhered to and deviated from only in those instances when documentation supports such deviation. This administrative space standard applies to all authorized personnel (i.e. permanent, temporary, part-time, seasonal employees and approved FAA contractors). It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

II. APPLICABILITY:

This standard is applicable to all FAA owned, FAA leased and GSA controlled administrative space except for those facilities defined in Section VI, Exemptions to the Administrative Space Standard below. Existing space will be subject to the space standard when an originating office alters/reconfigures or acquires additional or new space or occupies GSA controlled space (see section IX, GSA Controlled Space).

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3. **Acquiring Organization** - The regional real estate section in Logistics or the space management organization in the centers is the main point of contact for space requests.
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It is determined as follows:

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3. Total Utilization Rate Formula: The calculation formula for the average amount of administrative office and support space per person is as follows: $125 \text{ sq. ft.} + (125 \text{ sq. ft.} \times 22\%)$ = an average of 152.5 osf per person

V. DEVIATIONS TO THE ADMINISTRATIVE SPACE STANDARD OF 152.5 SQUARE FEET

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approving headquarters official must also certify funding availability. See Section VIII for additional details on funding. The originating office must send the approved waiver with requirements package to the RECO or to the Mike Monroney Aeronautical Center (MMAC) Space Manager, AMP-400. The RECO or the space manager should acknowledge the approved waiver and acquire the additional space, if available.

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A. Special Space - Space with unique architectural/construction features, requiring the installation of special equipment or requires additional sums to construct, maintain and/or operate as compared to standard office and storage space. Special space provides space for an originating office to perform special or unique functions such as an engineer requiring a drafting desk, which is larger than a typical workstation.

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1. Food Service Areas: Cafeterias, Snack Bars, Mechanical Vending Areas, and Private Kitchens.
2. Laboratories
3. Libraries with special stacks (shelving) requiring load-bearing floors (normal floor loading is 80 live load and 20 dead load).
4. High-density filing areas
5. Auditoriums
6. Training classrooms
7. Automatic Data Processing Rooms - areas having special features such as humidity and/or temperature control, raised flooring, and ceiling heights exceeding office standards, and extensive power requirements.
8. Computer rooms, telecommunication rooms with special environmental requirements
9. Computer Tape Vaults
10. Conference Rooms with special equipment and/or HVAC
11. Sensitive Compartmentalized Information Facility (SCIF) area

12. Hot Copy Rooms

13. Operating (Technical) space - see section C.

14. Shop type space

15. Light-Industrial type space

B. Storage Space - Storage space is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating including: supply rooms, storerooms, and file rooms that are not finished to office standards. Storage space is typically located in the basement or garage of a building.

C. Operating (Technical) Space - space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. Operating (Technical) space tends to be the dominant space in a facility whereas administrative is space supporting the operating function. Any administrative space requirements within operating space are subject to the 152.5 sq. ft. baseline.

D. Small, stand-alone operating field offices (i.e. Airport Field Office) that have eight or fewer total personnel should be housed as efficiently as possible.

E. The shape and design (configuration) of a building and its impact on space utilization may be considered an exemption. Although the originating office should submit to the RECO for review documentation to support this factor as an exemption.

VII. PLANNING AND DEVELOPING ADMINISTRATIVE SPACE REQUIREMENTS

Prior to acquiring or constructing space, the originating office should submit their requirements to the acquiring organization, the RECO, in order to determine their actual space needs. Requirements received from the originating office may be general or specific in nature. If the originating office chooses to submit specific requirements, they may choose the option to fill out the Space Requirements Questionnaire (see Space Forms, 14) or any other space-planning checklist. When planning and developing their administrative space requirements, the originating office should use the administrative space standard as a baseline. Originating office should also remember that when developing requirements, the space measurement used is occupiable square footage. For more information on "occupiable square feet" see definitions section III.

Determine if vacant space is available at other FAA-owned or leased facilities for these administrative space needs. If the administrative space requires the construction of a new facility, first determine if FAA-owned property is available to build this facility on. The order of priority is to occupy existing a.) FAA-owned space b.) FAA-leased space c.) GSA controlled space prior to acquiring commercial or privately owned space. Provide ample notification to the

RECO or FAA Space Management organization during the planning process to assure availability of space when it is needed.

The RECO can provide assistance to the originating office with filling out the questionnaire. If FAA or GSA space is not available, or special program needs dictate otherwise, then commercial or privately owned space may be acquired. It should be further noted that space requirements development (through the appropriate local space management organization) is one of the initial steps to begin the acquisition space process. Once an originating office submits their requirements, the RECO can proceed with rest of the acquisition steps listed below. All the steps listed below are coordinated by the RECO with the originating office. For example the RECO sets up and attends all market surveys. Once the acquisition process is over the RECO is authorized to commit the government to using space.

Below are list of the steps for the acquisition space process.

1. Requirements and Planning
2. Advertising
3. Procurement Method
4. Market Survey
5. Request for Offers
6. Negotiations
7. Evaluation of Offers
8. Award

The above acquisition process varies slightly for space requirements under 10,000 square feet. For further information on the space acquisition process please see Space Guidance above.

Questions to ask prior to planning and developing requirements:

When an originating office is developing their requirements for administrative space, they should keep the following questions in mind. They may also work with the RECO in answering the questions together.

- Can a variation from the space standard be justified on the basis of mission or unique requirements?
- Is the planned assignment based on an open floor plan with systems furniture, with one workstation per person?
- Can adjustments be made for workstation sharing, telecommuting, hotelling, working in shifts, etc.?

- How much of existing space buildout can be used? How much space planning will be required?
- Will the building design and shape have an impact on the administrative support space percentage?

Space Requirement Questionnaire:

After the originating office has considered the above questions, they have the option of filling out "[Space Requirement Questionnaire](#)" or any other space-planning checklist. The RECO can assist the originating office with completing the Questionnaire. By completing the attached Questionnaire, the originating office can identify their specific requirements to support and justify their space needs. Once the originating office finishes the questionnaire, it should be forwarded to the acquiring organization for assistance in determining their final requirement.

VIII. BUDGET PLANNING FOR ADMINISTRATIVE SPACE REQUIREMENTS:

When planning for space requirements an originating office should always consider the full economic cost of real property. All FAA organizations need to remember the importance of budget planning for real estate costs when beginning their initial planning of a space requirement(s). For all FAA owned and leased space, the originating office should prepare a line item budget for all employee space needs. All FAA organizations must be familiar with the budgetary impacts of long leases and plan accordingly if they contemplate leases for space that may exceed 5 years in duration. See OMB Circular A-11, Appendix B, "Budgetary Treatment of Lease Purchases and Leases of Capital Assets" for further information. ALO-100 prepares all GSA occupied space budget line items.

Furthermore, the originating office should consider preparing a budget line item for furniture (workstation) replacement every fifteen (15) years. The budget planning for space requirements by the originating office should also consider the periodic program modifications that would result in workspace expansion or alterations.

Suggestions to LOB/SO are to consider saving money.

- If an organization's current or future year budget proposes new programs or initiatives, include the real property implication of the programs. The organization should include funding projections for associated real property costs as well as the cost of the programs.
- Organizations should budget for space requirements in two phases. First, the organization should request a line item in their budget for their initial space request. Second, as the organization has defined their requirements, selected a site and received an estimated cost for buildout above the base lease, the organization should budget for a total lump sum amount instead of amortizing the entire design and construction cost.
- Organizations should perform a cost analysis to determine if it is more economical to construct a new facility rather than leasing.

IX - GSA CONTROLLED SPACE CLARIFICATION

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Headquarters (ALO-100) must approve all GSA controlled space requests prior to the acquiring organization (i.e. AXX-50) taking action on the request. LOBs/SOs must fund any new requests for space not previously identified in the GSA rent budget submission. LOBs/SOs must submit written mission related justification for any additional space requirements in excess of the 152.5 square feet baseline. If the request for additional space is approved, the LOB/SO must pay for the additional rental cost over the 152.5 square feet baseline. Depending on the operations budget in any given fiscal year, LOBs/SOs may be charged for existing space that is occupied over the 152.5 square feet baseline. This means that if a LOB/SO currently has a utilization rate of 170 square feet per person, the LOB/SO will have to supplement the GSA rent for 17.5 square feet per person that they are over the 152.5 square feet baseline

Below are the rent supplementation procedures for GSA controlled space:

SUPPLEMENTATION PROCESS

COVERED UNDER THE GSA

RENT PROGRAM

The supplementation process outlined below is applicable to both regions and headquarters. The utilization rate of 152.5 square feet per person standard applies to both federal and approved FAA contract personnel housed in GSA controlled space. In addition, when a LOB or SO current utilization and future needs are being assessed, the Logistics Divisions in the regions and the Facilities Management Division at Headquarters will evaluate a their total square foot usage, including that occupied by its contractors. Base fund transfers will be the mechanism utilized to effect changes in rent fund allocations. This method allows all funding to remain under one accounting classification.

Prior to the supplementation process the region should complete the following:

- Upon receiving a request for additional space from a LOB/SO, the region will evaluate the existing space of the LOB/SO. If the LOB/SO utilization rate for that location exceeds the 152.5 sq. ft. criteria, the feasibility of satisfying the requirement in the existing space should be determined.
- If the requirement can not be satisfied within the existing LOB/SO space, the region will determine if the request can be satisfied in other existing space (FAA owned or FAA leased, or other GSA assigned space)
- If the requirement can only be satisfied with additional space, the LOB/SO may pursue supplementation.

Supplemental Procedures:

- 1) Prepare a memorandum to the Manager of the Facilities Management Division, ALO-100 outlining the transfer of operational funds from the requesting office to the GSA rent account to cover GSA rent charges. NOTE: The transfer of F&E funding is not a viable option because GSA Rent is funded through operational dollars.
- 2) The memo will include justification for the additional space, location, and terms of the agreement, requesting office, square footage, and the annualized rental amount. For your convenience, attached is a sample memorandum.
- 3) The transfer of operational funds memorandum will have to be processed starting each fiscal year for the duration of the requirement. If the commencement date starts during the fiscal year, the date should agree with the month and day. Supplementation will be effective based on the month and day the space is occupied.
- 4) In the last year of the lease, transfer of the operational funds memorandum will only cover the months that organization will occupy the space.

Short-Term GSA Space (requirements one year or less)

- Headquarters Requests. The memorandum transferring funds will then be forwarded to the Manager of the Accounting Operations Division, AFM-200, to obligate the operational funds.
- Regional Requests. The requesting organization will prepare the memorandum and forward to their Logistics Office. The Realty specialist will evaluate the request and provide ASU-400 with the appropriate accounting code and copy of the memorandum. After review, ASU-400 will forward to AFM-200 to obligate the funds. The memorandum should be prepared two weeks prior to obligation.

Long-Term GSA Space (requirements one year or more)

- **ASU-400 will forward the headquarters and/or regional memorandum/request to ABU-200 with a courtesy copy sent to AFM-200.**
- ABU-200 will request LOB's Headquarters to approve the request to transfer the funding.
- Upon authorization from the Headquarters level, ABU-200 will prepare an allowance document to transfer the funds from the requesting organization's budget baseline and increase ASU-400 GSA Rent baseline. The memorandum should be prepared four weeks prior to obligation.

X. Frequently Ask Questions (FAQ)

Q: How do I determine the administrative space standard for my organization?

A: The standard is the same for all FAA administrative space, 152.5 square feet per person.

Q: What if my organization does not fit one of the examples of exemptions? What do I do and whom do I speak with?

A: If you are unsure if the type of space your organization occupies is exempted from the administrative space standard, you need to contact your region/center RECO (AXX-50's, AMP-1).

Q: Who decides if my space meets the exemptions or not?

A: The RECO will determine if your space is exempted from the standard.

Q: What if my organization needs help to fill out the "Space Requirement Questionnaire"?

A: If you need help filling out the Space Requirement Questionnaire, you can contact your region/center RECO. The RECO will help you fill out the form.

Red Line Content: Real Estate Guidance :

Section 2.4.1 : Appendix A: Administrative Space Guidance

I. General:

The following guidance presents the space standard for all administrative space in FAA owned, leased and GSA controlled facilities. The following guidance is designed to promote the efficient utilization of FAA administrative office space. This guidance has been developed to help FAA LOB and Staff Offices (SO) effectively plan and manage FAA's real property use and cost. Since there are many variables associated with space, e.g. configuration of existing space, funding limitations, available furniture, etc., it makes it impossible to establish rigid space standards. Therefore the administrative space standard establishes a baseline for all FAA LOB and SO (referred to as the "originating office" in this document) to use in order to determine and evaluate individual administrative office needs. This space standard should be adhered to and deviated from only in those instances when documentation supports such deviation. This administrative space standard applies to all authorized personnel (i.e. permanent, temporary, part-time, seasonal employees and approved FAA contractors). It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

II. APPLICABILITY:

This standard is applicable to all FAA owned, FAA leased and GSA controlled administrative space except for those facilities defined in Section VI, Exemptions to the Administrative Space Standard below. Existing space will be subject to the space standard when an originating office

alters/reconfigures or acquires additional or new space or occupies GSA controlled space (see section IX, GSA Controlled Space).

III. DEFINITIONS:

Below are definitions for commonly used terms in this guidance.

1. **Administrative Primary Office Space** - Primary Office Space is the personnel-occupied area in which an activity's normal operational functions are performed. Space is allocated based on the total number of authorized personnel (permanent, temporary, part-time, seasonal employees and approved FAA contractors) occupying open or closed office work areas.
2. **Administrative Support Space** - All secondary/shared workstations, extraordinary circulation space, and space for those specific mission needs outside the agency's requirements for housing personnel. This includes space for mission needs such as reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and, conference rooms not having special buildout, library and reference areas.
3. **Acquiring Organization** - The regional real estate section in Logistics or the space management organization in the centers is the main point of contact for space requests.
4. **Common Use Space** – Space used by multiple FAA organizations and available for use by all FAA personnel. Space such as conference rooms (not associated with a single FAA organization), general reception areas, loading docks and shipping and receiving platforms, etc.
5. **Hotelling** - Employees reserve workspace in advance at the corporate office where there are fewer workspaces than staff (the ratio of staff to offices can be anywhere from 2:1 to 10:1 or higher).
6. **Joint Use Space** - Space that benefits all of the building tenants such as cafeterias, conference rooms (those not under FAA control), credit unions, snack bars, health/fitness facilities, and child care centers.
7. **Occupiable Square feet** - The method of measurement for the office area where FAA occupies a facility.

It is determined as follows:

- If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

- If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls or the center of tenant-separating partitions.

In either case, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including these enclosing walls:

- a. Toilets and lounges
- b. Stairwells
- c. Elevators and escalator shafts
- d. Building equipment and service areas
- e. Entrance and elevator lobbies
- f. Stacks and shafts and
- g. Corridors in place or required by local codes and ordinances.

8. **Office Space** - Space which provides an environment suitable for an office operation. There are two categories of office space: primary office space and support space (see definitions for Administrative Primary Office Space and Administrative Support Space for further details). Typical office standard space is constructed with the following finishes: carpet, lights, ceiling, HVAC and painted finished walls.

9. **Operating (Technical) Space** - Operating (technical) space is defined as space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007) *(For publicaiton contact ATO Corporate Real Estate Office - AJA-15)*. Under this guidelines the administrative space follows the standard under this guidance.

10. **Originating Office** - This may be either the using office or an office in the organizational or supervisory line with responsibility for obtaining space for the using office. This office develops space requirements and prepares a request for the space with sufficient information for development and validation of the requirements.

11. **Non-Office Personnel** - Personnel assigned to operational or other space should not count towards the administrative space utilization standard.

12. **Personnel** - means the peak number of persons to be housed by a LOB/SO during a single 8-hour shift, regardless of how many workstations is provided for them. In addition to permanent employees of the agency, personnel include temporary, part-time, seasonal, and approved contractual employees and budgeted vacancies. Regional or Field offices should also include detailees from other Regions, Headquarters and/or non-DOT agencies. Headquarter offices should include detailees from the Regions and/or non-DOT agencies but not from other

Headquarter offices. Employees of other LOB/SO who are housed in the space (i.e. Integrated Product Teams, etc.) are also included in the personnel total.

13. **Special Space** - Special space means unique architectural/construction features, requiring the installation of special equipment or requires additional monies above the standard office space to construct, maintain and/or operate as compared to office and storage space.

14. **Storage Space** - Space that is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating. Supply rooms, storerooms, file rooms and warehouse areas that are not finished to office standards are classified as storage space.

15. **Telecommuting** - (Work-at-home) Home-based workers who bring work to their home, eliminating the need to commute to the work site.

16. **Telecommuting Centers** - (Satellite Office) Alternative work site located closer to employees' homes that provide all office services. May be used on a full-time or part-time basis by those who want to shorten their commute but can not work from home, or by telecommuters as a support site for copying, faxing, etc.

17. **Types of Space** - There are three (3) types of space occupied by FAA: 1) FAA owned, 2) FAA leased, and 3) GSA controlled space.

IV. UTILIZATION SPACE STANDARD:

The average utilization rate for all administrative space occupied by FAA LOB and SO will be 152.5 occupiable square feet per person (osf). A person is the following type of employees: permanent, temporary, part-time, seasonal employees and approved FAA contractors. Any exemptions to this administrative space standard are defined in Section VI, Exemptions to the Administrative Space Standard below. The 152.5 is an average per person, however the square footage for any specific individual may vary up or down from the average.

The administrative space standard is a calculation involving the number of personnel, the circulation factor, and the following types of space: all office areas (closed or open), shared workstations, originating office conference rooms, reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and library and reference areas. Below is the method to calculate the utilization rate for originating office requirements.

1. **Administrative Office Space Utilization Rate:** The average Administrative Office Space utilization should not exceed 125 square feet per person. The 125 square feet per person is the utilization rate for the primary office area. Administrative Office space is all office areas where normal operational functions are performed by personnel (see Section II, administrative primary office space definition). This square footage standard stands regardless of the types of furniture options (freestanding, modular or systems). Circulation allowances are included in this number.

2. Administrative Support Space Percentage: The support space should not exceed 22 percent of the primary office space. Allowances may be made for those unique functions that require additional support space above the primary support factor of 22 percent. Administrative Support Space should accommodate the following areas: reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, mail areas, work areas, conference rooms not having special buildout, library and reference areas and aisles and corridors.
3. Total Utilization Rate Formula: The calculation formula for the average amount of administrative office and support space per person is as follows: $125 \text{ sq. ft.} + (125 \text{ sq. ft.} \times 22\%) = \text{an average of } 152.5 \text{ osf per person}$

V. DEVIATIONS TO THE ADMINISTRATIVE SPACE STANDARD OF 152.5 SQUARE FEET

The originating office must submit a written justification with the requirements package for any increase in space above the 152.5 square foot average per person standard to the approving official at the LOB/SO headquarters office. This written justification must be based upon mission or unique requirements such as limited space due to building configuration. The approving headquarters official must also certify funding availability. See Section VIII for additional details on funding. The originating office must send the approved waiver with requirements package to the RECO or to the Mike Monroney Aeronautical Center (MMAC) Space Manager, AMP-400. The RECO or the space manager should acknowledge the approved waiver and acquire the additional space, if available.

VI. EXEMPTIONS TO THE ADMINISTRATIVE SPACE STANDARD:

Below is a list of examples of exempted space types from the administrative space standard. If an originating office's requirements do not fit any of the exemptions below, the RECO will make a determination on a case-by-case basis.

A. Special Space - Space with unique architectural/construction features, requiring the installation of special equipment or requires additional sums to construct, maintain and/or operate as compared to standard office and storage space. Special space provides space for an originating office to perform special or unique functions such as an engineer requiring a drafting desk, which is larger than a typical workstation.

Examples of special space:

1. Food Service Areas: Cafeterias, Snack Bars, Mechanical Vending Areas, and Private Kitchens.
2. Laboratories
3. Libraries with special stacks (shelving) requiring load-bearing floors (normal floor loading is 80 live load and 20 dead load).

4. High-density filing areas
5. Auditoriums
6. Training classrooms
7. Automatic Data Processing Rooms - areas having special features such as humidity and/or temperature control, raised flooring, and ceiling heights exceeding office standards, and extensive power requirements.
8. Computer rooms, telecommunication rooms with special environmental requirements
9. Computer Tape Vaults
10. Conference Rooms with special equipment and/or HVAC
11. Sensitive Compartmentalized Information Facility (SCIF) area
12. Hot Copy Rooms
13. Operating (Technical) space - see section C.
14. Shop type space
15. Light-Industrial type space

B. Storage Space - Storage space is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating including: supply rooms, storerooms, and file rooms that are not finished to office standards. Storage space is typically located in the basement or garage of a building.

C. Operating (Technical) Space - space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. Operating (Technical) space tends to be the dominant space in a facility whereas administrative is space supporting the operating function. Any administrative space requirements within operating space are subject to the 152.5 sq. ft. baseline.

D. Small, stand-alone operating field offices (i.e. Airport Field Office) that have eight or fewer total personnel should be housed as efficiently as possible.

E. The shape and design (configuration) of a building and its impact on space utilization may be considered an exemption. Although the originating office should submit to the RECO for review documentation to support this factor as an exemption.

VII. PLANNING AND DEVELOPING ADMINISTRATIVE SPACE REQUIREMENTS

Prior to acquiring or constructing space, the originating office should submit their requirements to the acquiring organization, the RECO, in order to determine their actual space needs.

Requirements received from the originating office may be general or specific in nature. If the originating office chooses to submit specific requirements, they may choose the option to fill out the Space Requirements Questionnaire (see Space Forms, 14) or any other space-planning checklist. When planning and developing their administrative space requirements, the originating office should use the administrative space standard as a baseline. Originating office should also remember that when developing requirements, the space measurement used is occupiable square footage. For more information on "occupiable square feet" see definitions section III.

Determine if vacant space is available at other FAA-owned or leased facilities for these administrative space needs. If the administrative space requires the construction of a new facility, first determine if FAA-owned property is available to build this facility on. The order of priority is to occupy existing a.) FAA-owned space b.) FAA-leased space c.) GSA controlled space prior to acquiring commercial or privately owned space. Provide ample notification to the RECO or FAA Space Management organization during the planning process to assure availability of space when it is needed.

The RECO can provide assistance to the originating office with filling out the questionnaire. If FAA or GSA space is not available, or special program needs dictate otherwise, then commercial or privately owned space may be acquired. It should be further noted that space requirements development (through the appropriate local space management organization) is one of the initial steps to begin the acquisition space process. Once an originating office submits their requirements, the RECO can proceed with rest of the acquisition steps listed below. All the steps listed below are coordinated by the RECO with the originating office. For example the RECO sets up and attends all market surveys. Once the acquisition process is over the RECO is authorized to commit the government to using space.

Below are list of the steps for the acquisition space process.

1. Requirements and Planning
2. Advertising
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5. Request for Offers
6. Negotiations
7. Evaluation of Offers

8. Award

The above acquisition process varies slightly for space requirements under 10,000 square feet. For further information on the space acquisition process please see Space Guidance above.

Questions to ask prior to planning and developing requirements:

When an originating office is developing their requirements for administrative space, they should keep the following questions in mind. They may also work with the RECO in answering the questions together.

- Can a variation from the space standard be justified on the basis of mission or unique requirements?
- Is the planned assignment based on an open floor plan with systems furniture, with one workstation per person?
- Can adjustments be made for workstation sharing, telecommuting, hotelling, working in shifts, etc.?
- How much of existing space buildout can be used? How much space planning will be required?
- Will the building design and shape have an impact on the administrative support space percentage?

Space Requirement Questionnaire:

After the originating office has considered the above questions, they have the option of filling out "[Space Requirement Questionnaire](#)" or any other space-planning checklist. The RECO can assist the originating office with completing the Questionnaire. By completing the attached Questionnaire, the originating office can identify their specific requirements to support and justify their space needs. Once the originating office finishes the questionnaire, it should be forwarded to the acquiring organization for assistance in determining their final requirement.

VIII. BUDGET PLANNING FOR ADMINISTRATIVE SPACE REQUIREMENTS:

When planning for space requirements an originating office should always consider the full economic cost of real property. All FAA organizations need to remember the importance of budget planning for real estate costs when beginning their initial planning of a space requirement(s). For all FAA owned and leased space, the originating office should prepare a line item budget for all employee space needs. All FAA organizations must be familiar with the budgetary impacts of long leases and plan accordingly if they contemplate leases for space that may exceed 5 years in duration. See OMB Circular A-11, Appendix B, "Budgetary Treatment of Lease Purchases and Leases of Capital Assets" for further information. [ASU ALO-400100](#) prepares all GSA occupied space budget line items.

Furthermore, the originating office should consider preparing a budget line item for furniture (workstation) replacement every fifteen (15) years. The budget planning for space requirements

by the originating office should also consider the periodic program modifications that would result in workspace expansion or alterations.

Suggestions to LOB/SO are to consider saving money.

- If an organization's current or future year budget proposes new programs or initiatives, include the real property implication of the programs. The organization should include funding projections for associated real property costs as well as the cost of the programs.
- Organizations should budget for space requirements in two phases. First, the organization should request a line item in their budget for their initial space request. Second, as the organization has defined their requirements, selected a site and received an estimated cost for buildout above the base lease, the organization should budget for a total lump sum amount instead of amortizing the entire design and construction cost.
- Organizations should perform a cost analysis to determine if it is more economical to construct a new facility rather than leasing.

IX - GSA CONTROLLED SPACE CLARIFICATION

Headquarters ([ASU ALO-400100](#)) must approve all GSA controlled space requests prior to the acquiring organization (i.e. AXX-50) taking action on the request. LOBs/SOs must fund any new requests for space not previously identified in the GSA rent budget submission. LOBs/SOs must submit written mission related justification for any additional space requirements in excess of the 152.5 square feet baseline. If the request for additional space is approved, the LOB/SO must pay for the additional rental cost over the 152.5 square feet baseline. Depending on the operations budget in any given fiscal year, LOBs/SOs may be charged for existing space that is occupied over the 152.5 square feet baseline. This means that if a LOB/SO currently has a utilization rate of 170 square feet per person, the LOB/SO will have to supplement the GSA rent for 17.5 square feet per person that they are over the 152.5 square feet baseline

Below are the rent supplementation procedures for GSA controlled space:

SUPPLEMENTATION PROCESS

COVERED UNDER THE GSA

RENT PROGRAM

The supplementation process outlined below is applicable to both regions and headquarters. The utilization rate of 152.5 square feet per person standard applies to both federal and approved FAA contract personnel housed in GSA controlled space. In addition, when a LOB or SO current utilization and future needs are being assessed, the Logistics Divisions in the regions and the Facilities Management Division at Headquarters will evaluate a their total square foot usage, including that occupied by its contractors. Base fund transfers will be the mechanism utilized to effect changes in rent

fund allocations. This method allows all funding to remain under one accounting classification.

Prior to the supplementation process the region should complete the following:

- Upon receiving a request for additional space from a LOB/SO, the region will evaluate the existing space of the LOB/SO. If the LOB/SO utilization rate for that location exceeds the 152.5 sq. ft. criteria, the feasibility of satisfying the requirement in the existing space should be determined.
- If the requirement can not be satisfied within the existing LOB/SO space, the region will determine if the request can be satisfied in other existing space (FAA owned or FAA leased, or other GSA assigned space)
- If the requirement can only be satisfied with additional space, the LOB/SO may pursue supplementation.

Supplemental Procedures:

- 1) Prepare a memorandum to the Manager of the Facilities Management Division, [ASU400-400](#) ~~outlining~~ [100outlining](#) the transfer of operational funds from the requesting office to the GSA rent account to cover GSA rent charges. NOTE: The transfer of F&E funding is not a viable option because GSA Rent is funded through operational dollars.
- 2) The memo will include justification for the additional space, location, and terms of the agreement, requesting office, square footage, and the annualized rental amount. For your convenience, attached is a sample memorandum.
- 3) The transfer of operational funds memorandum will have to be processed starting each fiscal year for the duration of the requirement. If the commencement date starts during the fiscal year, the date should agree with the month and day. Supplementation will be effective based on the month and day the space is occupied.
- 4) In the last year of the lease, transfer of the operational funds memorandum will only cover the months that organization will occupy the space.

Short-Term GSA Space (requirements one year or less)

- Headquarters Requests. The memorandum transferring funds will then be forwarded to the Manager of the Accounting Operations Division, AFM-200, to obligate the operational funds.
- Regional Requests. The requesting organization will prepare the memorandum and forward to their Logistics Office. The Realty specialist will evaluate the request and provide ASU-400 with the appropriate accounting code and copy of the memorandum. After review, ASU-400 will forward to AFM-200 to obligate the funds. The memorandum should be prepared two weeks prior to obligation.

Long-Term GSA Space (requirements one year or more)

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- **ASU-400 will forward the headquarters and/or regional memorandum/request to ABU-200** with a courtesy copy sent to AFM-200.
- ABU-200 will request LOB's Headquarters to approve the request to transfer the funding.
- Upon authorization from the Headquarters level, ABU-200 will prepare an allowance document to transfer the funds from the requesting organization's budget baseline and increase ASU-400 GSA Rent baseline. The memorandum should be prepared four weeks prior to obligation.

X. Frequently Ask Questions (FAQ)

Q: How do I determine the administrative space standard for my organization?

A: The standard is the same for all FAA administrative space, 152.5 square feet per person.

Q: What if my organization does not fit one of the examples of exemptions? What do I do and whom do I speak with?

A: If you are unsure if the type of space your organization occupies is exempted from the administrative space standard, you need to contact your region/center RECO (AXX-50's, AMP-1).

Q: Who decides if my space meets the exemptions or not?

A: The RECO will determine if your space is exempted from the standard.

Q: What if my organization needs help to fill out the "Space Requirement Questionnaire"?

A: If you need help filling out the Space Requirement Questionnaire, you can contact your region/center RECO. The RECO will help you fill out the form.

Section 1.2 : Land Clause Matrix

Old Content: Real Estate Guidance :

Section 1.2 : Land Clause Matrix LAND LEASE CLAUSE MATRIX

| CLAUSE TITLE | DATE OF | ON AIRPOR | OFF AIRPOR | MEMORAND | PRESCRIPTION |
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|-------------------------|--------------------|----------------------|-----------------------|-----------------|---------------------|

FAST Version 07/2009

CR 09-69

p. 143

| | CLAUSE | T | T | UM OF AGREEMENT (MOA) | |
|---|--------|-----|---|--------------------------------|---|
| Anti-Kickback | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 51-58. In the MOA incorporated by reference. |
| Assignment of Claims | Oct-96 | N/A | R | N/A | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Cancellation | Aug-02 | M | M | M | Insert in all leases and MOAs to preserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause. |
| Central Contractor Registration - Real Property | Oct-06 | M | M | N/A | Insert in all cost leases, unless the RECO grants an exception to use of CCR per provisions of Section 3.1.4.2. Clauses, Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property (Oct -06) and Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause. If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert Contractor Payment Information – Non-CCR (October 2006) |
| Contractor Identification Number—Data Universal | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR. |

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| Numbering System (DUNS) Number - Real Property | | | | | |
| Certification of Registration in Central Contractor Registration (CCR) | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR |
| Contractor Payment Information – Non-CCR | OCT-06 | M* | M* | N/A | <p>*Insert in all leases where the CO has documented and granted an exception to use of CCR. If this clause is used, clauses: Central Contractor Registration - Real Property,</p> <p>Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property, and</p> <p>Certification of Registration in Central Contractor Registration (CCR) must be deleted from the contract. Also the vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form.</p> |
| Consideration (Cost) | Aug-02 | M | M | N/A | Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease. |
| Consideration (No Cost) | Aug-02 | M | M | M | Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. |

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| Covenant Against Contingent Fees | Oct-96 | M | M | M | Insert in all leases IAW 41 USC 254. For MOA incorporated by reference. |
| Day-to-Day Lease Extension | Aug-02 | O | O | N/A | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of the consideration, the total term of the lease, <u>including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease. |
| Payment by Electronic Fund Transfer—Real Property | Oct-06 | M | M | N/A | Insert in all "cost" leases IAW 31 U.S.C. 333. |
| Examination of Records | Oct-96 | M | M | M | Insert in all leases. |
| FAA Facilities | Oct-05 | N/A | N/A | M | This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement. |
| Funding Responsibility For Government Facilities | Oct-96 | M | N/A | M | This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government. |
| Hazardous Substance Contamination | May-00 | M* | N/A | M | Insert in all on airport leases and MOAs. This clause requires the lessor to hold the Government harmless for environmental contamination found in the property that is not associated with |

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| | | | | | Government activity. Having this clause may allow the requiring office to waive the requirement to conduct an environmental due diligence audit (EDDA) prior to the property transaction (see FAA Order 1050.19B). If the lessor does not agree to this clause, an approved EDDA (or EDDA waiver) must be obtained prior to the real estate transaction. |
| Interest For Late Payments | Aug-02 | N/A | O | N/A | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not needed for on airport leases. |
| Interference with Government Operations | Oct-96 | M | N/A | M | Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform to the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone. |
| Lease Succession | Aug-02 | M | M | M | Insert in follow-on contracts to track continuity of data. |
| Non-Restoration | Oct-96 | M | M | M | <p>Insert in all leases where the Government has no intention of restoring the premises and may abandon the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore.</p> <p>This clause is recommended to be used in a MOA; however the RECO can remain silent on this</p> |

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| | | | | | clause if the airport sponsor will agree. |
| Notification of Change in Land Title | Aug-02 | M | M | N/A | Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property |
| Notices | Oct-96 | M | M | M | Insert in all leases and MOAs. This information is needed for contract administration; all contractual communication should be done through these contacts. A change in this information requires a contract modification. |
| Officials Not to Benefit | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 22 |
| Premises | Aug-02 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights. |
| Purpose | Oct-05 | N/A | N/A | M | Insert in all MOAs to define the FAA air traffic activities with airport sponsor. |
| Contract Disputes | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Protest | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Quiet Enjoyment | Feb-04 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle to protect the FAA's full rights to the property. |
| Renewal Options | Mar-04 | M | M | N/A | Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the |

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| | | | | | option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised. |
| Restoration Clause – Alternate A | Jan-07 | O | N/A | O | This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Restoration Clause – Alternate B | Jan-07 | N/A | O | N/A | This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Signature Block | Apr-04 | M | M | M | Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized. |
| Subordination, Nondisturbance and Attornment | May-04 | M | M | N/A | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Term | Jun-04 | M | M | M | Insert in all leases in order to |

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| | | | | | <p>comply with the basic contracting principle that all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled "Term and Conditions". The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility.</p> |
| Title to Improvements | Oct-05 | N/A | N/A | M | Insert in all MOAs to define title to improvements. |
| FORMS | Oct-05 | N/A | N/A | M | Any modifications or additions to this list must be signed by the lessor and the FAA. |
| List of Facilities | | | | | |

LEGEND:

Mandatory- Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses mandated by law, set by legal precedent or established by FAA policy.

Recommended- These clauses provide protection to the government. These clauses, or a modified version,

should be used in all applicable circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal.

Optional- RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording should have the region/center legal approval.

N/A- Not Applicable

MOA The matrix currently reflects only the clauses that are mandatory for the agreement. However the RECO can work with their Regional Counsel on a case-by-case basis to add other clauses as needed.

Note All land leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with the applicable concurrence, the RECO must remove the parenthetical date in the clause.

New Content: Real Estate Guidance :
Section 1.2 : Land Clause Matrix

| CLAUSE TITLE | DATE OF CLAUSE | ON AIRPORT | OFF AIRPORT | MEMORANDUM OF AGREEMENT (MOA) | PRESCRIPTION |
|---|----------------|------------|-------------|-------------------------------|--|
| Anti-Kickback | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 51-58. In the MOA incorporated by reference. |
| Assignment of Claims | Oct-96 | N/A | R | N/A | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Cancellation | Aug-02 | M | M | M | Insert in all leases and MOAs to preserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause. |
| Central Contractor Registration - Real Property | Oct-06 | M | M | N/A | Insert in all cost leases, unless the RECO grants an exception to use of CCR per provisions of Section 3.1.4.2. Clauses, Contractor Identification Number—Data Universal Numbering System |

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|--|--------|----|----|-----|---|
| | | | | | <p>(DUNS) Number - Real Property (Oct -06) and</p> <p>Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause. If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert</p> <p>Contractor Payment Information – Non-CCR (October 2006)</p> |
| Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR. |
| Certification of Registration in Central Contractor Registration (CCR) | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR |
| Contractor Payment Information – Non-CCR | OCT-06 | M* | M* | N/A | <p>*Insert in all leases where the CO has documented and granted an exception to use of CCR. If this clause is used, clauses: Central Contractor Registration - Real Property,</p> <p>Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property, and</p> <p>Certification of Registration in Central Contractor Registration (CCR) must be deleted from the contract. Also the vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form.</p> |
| Consideration (Cost) | Aug-02 | M | M | N/A | Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease. |
| Consideration (No Cost) | Aug-02 | M | M | M | Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases |

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| | | | | | must have clearly defined consideration. |
| Covenant Against Contingent Fees | Oct-96 | M | M | M | Insert in all leases IAW 41 USC 254. For MOA incorporated by reference. |
| Day-to-Day Lease Extension | Aug-02 | O | O | N/A | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of the consideration, the total term of the lease, <u>including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease. |
| Payment by Electronic Fund Transfer—Real Property | Oct-06 | M | M | N/A | Insert in all "cost" leases IAW 31 U.S.C. 333. |
| Examination of Records | Oct-96 | M | M | M | Insert in all leases. |
| FAA Facilities | Oct-05 | N/A | N/A | M | This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement. |
| Funding Responsibility For Government Facilities | Oct-96 | M | N/A | M | This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government. |
| Hazardous Substance Contamination | May-00 | M* | N/A | M | Insert in all on airport leases and MOAs. This clause requires the lessor to hold the Government harmless for environmental contamination found in the property that is not associated with Government activity. Having this clause may allow the requiring office to waive the requirement to conduct an environmental due diligence audit (EDDA) prior to the property transaction (see FAA Order 1050.19B). If the lessor does not agree to this clause, an approved EDDA (or EDDA waiver) must be obtained prior to the real estate transaction. |
| Interest For Late Payments | Aug-02 | N/A | O | N/A | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA |

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| | | | | | equipment, an added incentive is not needed for on airport leases. |
| Interference with Government Operations | Oct-96 | M | N/A | M | Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform to the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone. |
| Lease Succession | Aug-02 | M | M | M | Insert in follow-on contracts to track continuity of data. |
| Non-Restoration | Oct-96 | M | M | M | Insert in all leases in order to make the Government's intention of not restoring the premises and abandoning the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore. This clause is mandatory for a MOA; however the RECO can remain silent on this clause if the airport sponsor will agree. |
| Notification of Change in Land Title | Aug-02 | M | M | N/A | Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property |
| Notices | Oct-96 | M | M | M | Insert in all leases and MOAs. This information is needed for contract administration; all contractual communication should be done through these contacts. A change in this information requires a contract modification. |
| Officials Not to Benefit | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 22 |
| Premises | Aug-02 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights. |
| Purpose | Oct-05 | N/A | N/A | M | Insert in all MOAs to define the FAA air traffic activities with airport sponsor. |
| Contract Disputes | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Protest | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Quiet Enjoyment | Oct-96 | M | M | N/A | Insert in all leases. This clause is |

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|--|--------|-----|-----|-----|--|
| | | | | | required by the basic contracting principle to protect the FAA's full rights to the property. |
| Renewal Options | Mar-04 | M | M | N/A | Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised. |
| Restoration Clause – Alternate A | Jan-07 | O | N/A | O | This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Restoration Clause – Alternate B | Jan-07 | N/A | O | N/A | This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Signature Block | Apr-04 | M | M | M | Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized. |
| Subordination, Nondisturbance and Attornment | May-04 | M | M | N/A | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Term | Jun-04 | M | M | M | Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of</u> |

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| | | | | | <p>lease. 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled "Term and Conditions". The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility.</p> |
| Title to Improvements | Oct-05 | N/A | N/A | M | Insert in all MOAs to define title to improvements. |
| FORMS | Oct-05 | N/A | N/A | M | Any modifications or additions to this list must be signed by the lessor and the FAA. |
| List of Facilities | | | | | |

Red Line Content: Real Estate Guidance :

Section 1.2 : Land Clause Matrix LAND LEASE CLAUSE MATRIX

| CLAUSE TITLE | DATE OF CLAUSE | ON AIRPORT | OFF AIRPORT | MEMORANDUM OF AGREEMENT (MOA) | PRESCRIPTION |
|-----------------------------------|----------------|------------|-------------|-------------------------------|--|
| Anti-Kickback | Oct-96 | M | M | M | <p>Insert in all leases IAW 41 U.S.C. 51-58.</p> <p>In the MOA incorporated by reference.</p> |
| Assignment of Claims | Oct-96 | N/A | R | N/A | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Cancellation | Aug-02 | M | M | M | Insert in all leases and MOAs to preserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause. |
| Central Contractor Registration - | Oct-06 | M | M | N/A | Insert in all cost leases, unless the RECO grants an exception to use of CCR per provisions of Section |

| | | | | | |
|--|--------|----|----|-----|---|
| Real Property | | | | | <p>3.1.4.2. Clauses, Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property (Oct -06) and</p> <p>Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause. If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert</p> <p>Contractor Payment Information – Non-CCR (October 2006)</p> |
| Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR. |
| Certification of Registration in Central Contractor Registration (CCR) | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR |
| Contractor Payment Information – Non-CCR | OCT-06 | M* | M* | N/A | <p>*Insert in all leases where the CO has documented and granted an exception to use of CCR. If this clause is used, clauses: Central Contractor Registration - Real Property,</p> <p>Contractor Identification Number—Data Universal Numbering System (DUNS)</p> |

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| | | | | | Number - Real Property, and Certification of Registration in Central Contractor Registration (CCR) must be deleted from the contract. Also the vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form. |
| Consideration (Cost) | Aug-02 | M | M | N/A | Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease. |
| Consideration (No Cost) | Aug-02 | M | M | M | Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. |
| Covenant Against Contingent Fees | Oct-96 | M | M | M | Insert in all leases IAW 41 USC 254. For MOA incorporated by reference. |
| Day-to-Day Lease Extension | Aug-02 | O | O | N/A | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of the consideration, the total term of the lease, <u>including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease. |
| Payment by Electronic Fund | Oct-06 | M | M | N/A | Insert in all "cost" leases IAW 31 U.S.C. 333. |

| | | | | | |
|--|--------|-----|-----|-----|---|
| Transfer— Real Property | | | | | |
| Examination of Records | Oct-96 | M | M | M | Insert in all leases. |
| FAA Facilities | Oct-05 | N/A | N/A | M | This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement. |
| Funding Responsibility For Government Facilities | Oct-96 | M | N/A | M | This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government. |
| Hazardous Substance Contaminatio n | May-00 | M* | N/A | M | Insert in all on airport leases and MOAs. This clause requires the lessor to hold the Government harmless for environmental contamination found in the property that is not associated with Government activity. Having this clause may allow the requiring office to waive the requirement to conduct an environmental due diligence audit (EDDA) prior to the property transaction (see FAA Order 1050.19B). If the lessor does not agree to this clause, an approved EDDA (or EDDA waiver) must be obtained prior to the real estate transaction. |
| Interest For Late Payments | Aug-02 | N/A | O | N/A | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not needed for on airport leases. |
| Interference | Oct-96 | M | N/A | M | Insert in all <u>on airport</u> leases and |

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| with Government Operations | | | | | MOAs. This clause ensures that the sponsor will conform to the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone. |
| Lease Succession | Aug-02 | M | M | M | Insert in follow-on contracts to track continuity of data. |
| Non-Restoration | Oct-96 | M | M | M | <p>Insert in all leases where the Government has <u>in order to make</u> no <u>the Government's</u> intention of <u>not</u> restoring the premises and may abandon <u>abandonning</u> the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore.</p> <p>This clause is recommended to be used in <u>mandatory for</u> a MOA; however the RECO can remain silent on this clause if the airport sponsor will agree.</p> |
| Notification of Change in Land Title | Aug-02 | M | M | N/A | Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property |
| Notices | Oct-96 | M | M | M | Insert in all leases and MOAs. This information is needed for contract administration; all contractual communication should be done through these contacts. A change in this information requires a contract modification. |
| Officials Not to Benefit | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 22 |
| Premises | Aug-02 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased |

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|----------------------------------|---|-----|-----|-----|--|
| | | | | | premises. This should include a description of the leased air rights. |
| Purpose | Oct-05 | N/A | N/A | M | Insert in all MOAs to define the FAA air traffic activities with airport sponsor. |
| Contract Disputes | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Protest | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Quiet Enjoyment | Feb <u>Oct-</u> 04 <u>96</u> | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle to protect the FAA's full rights to the property. |
| Renewal Options | Mar-04 | M | M | N/A | Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised. |
| Restoration Clause – Alternate A | Jan-07 | O | N/A | O | This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Restoration | Jan-07 | N/A | O | N/A | This is an alternate restoration |

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| Clause – Alternate B | | | | | clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Signature Block | Apr-04 | M | M | M | Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized. |
| Subordination, Nondisturbance and Attornment | May-04 | M | M | N/A | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Term | Jun-04 | M | M | M | Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no |

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| | | | | | cost lease. Insert in all MOAs, this clause is labeled “Term and Conditions”. The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility. |
| Title to Improvements | Oct-05 | N/A | N/A | M | Insert in all MOAs to define title to improvements. |
| FORMS | Oct-05 | N/A | N/A | M | Any modifications or additions to this list must be signed by the lessor and the FAA. |
| List of Facilities | | | | | |

LEGEND:

Mandatory- Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses mandated by law, set by legal precedent or established by FAA policy.

Recommended- These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal.

Optional- RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording should have the region/center legal approval.

N/A- Not Applicable

MOA The matrix currently reflects only the clauses that are mandatory for the agreement. However the RECO can work with their Regional Counsel on a case-by-case basis to add other clauses as needed.

Note All land leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with the applicable concurrence, the RECO must remove the parenthetical date in the clause.

Section 1.3.5.2 : Land Lease File Checklist Narrative

Old Content: Real Estate Guidance :

Section 1.3.5.2 : Land Lease File Checklist Narrative

Land Lease Checklist Narrative

Legend

Required – When applicable these documents shall be included in lease acquisition file.

Not Required - In general the other documents listed in the Off/On Lease and MOA Acquisition File Checklist provide useful protection to the

government. However they are not considered required for the lease acquisition file.

Not Applicable - If an item in the checklist is listed as required under the narrative however it is not applicable for the particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

| CHECKLIST ITEM | OFF-AIRPORT LEASE | ON-AIRPORT | MOA | PRESCRIPTION |
|---|-------------------|------------|-----|--|
| Section 1 - Lease Contract Documents | | | | |
| Executed Lease Document and modifications | R | R | R | Fully executed document with all exhibits and attachments and all modifications. If appropriate, this should be the recorded copy with original recording data affixed. |
| Supplemental Lease Agreement | R | R | NR | Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA should always include any updated clauses to the base lease. For MOA need to update the Facility List. |
| Notary Acknowledgement | R | NR | NR | Leases must have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for recording. Acknowledgements should be attached to the last page of the lease. |
| Recording Documentation | R | R | NR | All off airport leases shall be recorded in the appropriate County/Parish/Township office. (AMS 1.1.14 Contract Execution). Place in the lease file, a copy of document provided by the recording entity certifying that the lease has been duly recorded. |
| Ownership | R | NR | NR | Before entering into lease negotiations, evidence of ownership |

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| Verification/Tract/Title Search | | | | must be secured. A copy of the landowner's deed to the property or the book and page numbers and place or recording should be made a part of the file records. Also, mortgages, liens, or other encumbrances which adversely affect the title or the owner's authority to enter into a lease shall be obtained. When possible, ownership recordation shall be included as part of the legal description of the facility site and other interests being acquired. (Ref: Land Acquisition Order 4420.3) The most common method is to require the property owner to supply documentation; however, verification can also be obtained by contracting for a <u>title search</u> or personally reviewing the official records. |
| Corporate Certificate | R | R | NR | A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate. |
| Evidence of Authority | R | R | NR | When a lease is negotiated with an <u>individual</u> representing the owner, documentary evidence must be attached to the lease evidencing the individual's authority to sign on behalf of the owner, <u>such as a power of attorney</u> . See Land Acquisition Order 4420.3, section 305, for additional information. |
| Death Certificates | R | NR | NR | If a lessor dies, evidence must be obtained to establish the party or parties to whom payments are due or to become due. In all cases, evidence of death must be secured in the form of the death certificate or other appropriate evidence. It may be necessary to obtain an authenticated copy of a probated will or, if the lessor dies without a will, to obtain letters of administration. |
| Transfer of Ownership | R | R | R | The sale or transfer of ownership will require that a copy of the deed or other instrument transferring the land be obtained for the lease file. The preamble of the lease provides that the lease is binding upon the lessor and his 'heirs, executors, administrators, successors, and assigns.' Therefore, no action shall be taken to secure a new agreement or a supplement to the existing agreement (there are a few exceptions to this – see Land Acquisition Order 4420.3, section 306). *Note: Even if a modification to the lease is not required, you must complete an administrative modification in PRISM in order to change the payee. |
| Estoppel Certificates | NR | NR | NR | Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of Estoppel. Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease. RECOs must use 1.3.12 Estoppel Certificate if lease is in good standing otherwise work with Regional Counsel. |
| Assignment of Rents | R | NR | NR | Written document by the lessor of record directing the FAA to mail rent payments to someone other than the lessor (for example, a property management company). Note: Checks may be mailed, either electronically or by paper, to whoever |

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| | | | | directed by lessor. |
| Right-of-Entry Permit | R | NR | NR | The Real Estate Contracting Officer (RECO) should ensure that a "right of entry" permit to the property for any purpose has been obtained from the land owner <u>prior to ingress by an FAA employee or any of its agents</u> . Legal counsel should be consulted for the proper action to take if the landowner refuses to grant a "right of entry" permit. Entry onto private property without appropriate rights may constitute trespass. (Ref: AMS Real Estate Guidance 8. Right of Entry Permit) Use the right-of-entry permit, FAA Form 4420-6, shown in appendix 2. (Ref: Land Acquisition Order 4420.3, section 122, Site Investigation and Testing.) |
| Previous Expired Leases | R | R | R | Copies of each expired lease should be filed sequentially at the bottom of the section. "Boiler plate" clauses and attachments, though possibly large should be included because what is considered "standard" at one time may differ from present policy/guidance. |
| Section 2 – Financial Records | | | | |
| PRISM Purchase Requisition, PRISM Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification | R | R | R | A printed copy of the above-approved forms should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer's specific requirements. Attachments and exhibits needed for the PRISM document should be attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file. |
| Lease Determination Form (Evaluation of Lease to Determine Accounting Treatment) | R | R | NR | All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file for the initial lease and any changes. However, all land leases are automatically classified as operating leases per the policy and procedures for lease evaluations. Land leases will only require that the Contracting Officer (CO) fill our section 1 and sign the lease determination form, classifying it as an operating lease. The above is a very brief synopsis - the full instructions should be read and are available at: http://www.anm.faa.gov/anm50/prism/Guides/Solutions/capleasebps.pdf and the form at: http://www.anm.faa.gov/anm50/prism/RealEstate/Guides/reevalusrg.pdf |
| W-9 Form | NR | NR | NR | Department of Treasury Form <i>Request for Taxpayer Identification Number and Certification</i> . This form is required to pay the lessor through DELPHI. The original of this form should be given to accounting. Depending on security considerations in the office where the real estate acquisition file is stored, a copy of this form may or may not be required in each file. The inclusion or non inclusion of this form will be consistent within each region. |
| Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form | R | R | NR | variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT) . – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized |

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| | | | | payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor's account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region's security consideration will set policy on whether copies of these forms should be included in the real estate files. |
| DELPHI Vendor Entry Worksheet | R | R | R | This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it's not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid. |
| ATO Business Case | R | R | R | For all ATO facilities the realty specialist/RECO need to receive a copy of the approved business case to proceed with the lease. |
| Section 3 & 4 – Correspondence/Communications | | | | |
| All correspondence (electronic and paper) | R | R | R | Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top. |
| Section 5 – Support Documentation | | | | |
| REMS (Real Estate Management System) 610 Summary Report | R | R | R | All Real Estate Management System (REMS) 610 Summary Report should be filed. |
| Scan Lease into REMS - show record | NR | NR | NR | As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease information from REMS. RECOs are no longer required to send copies to LIMS. |
| RETS (Real Estate Tracking System) Notes | R | R | R | Real Estate Tracking System (RETS) a copy of the final RETS notes should be included. |
| Advertisement | R | NR | NR | If the requirement is not for a site specific location and multiple sources may be available to meet the requirement, then advertising to allow for competition may be appropriate. When advertising the Real Estate Contracting Officer should utilize the publicizing method most likely to result in receipt of offers appropriate to satisfy the specific requirement. Advertisements in most cases will be by local or area wide newspapers; however, this is not limited and may include commercial trade journals, electronic bulletin boards, and the Commerce Business Daily. Multiple advertising may be utilized if considered necessary. The Real Estate Contracting Officer determines the need or requirement for advertising. Data from a market survey may be used to determine the need for advertising. (FAST Real Estate Land Guidelines, 1.1.7. Advertising). Place a copy of the ad along with any documentation to support the method of acquiring the advertisement in this section. |

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| Negotiator's Report | R | R | R | Required for all land leases/MOAs for historical purposes to show a clear line of reasoning from the start of the process to the final action taken. The negotiator report should document and explain, in summary form, the realty specialist's reasoning for any judgments made during negotiations. This report should provide both the "what and why" of negotiations. |
| Determination to Lease/Lease vs. Purchase Analysis | R | NR | NR | <p>Land for FAA facilities will be leased only if the rent during the expected life of the facility will be less than the cost to purchase a permanent interest. Exceptions to this are:</p> <p>1) Where the land and all other interests can be leased for the expected life of the facility for less than \$1,000 annually and the rent does not exceed 12 percent of the estimated fair market value of the rights being acquired.</p> <p>2) The land can be leased at no cost or nominal cost (\$100 or less annually) or</p> <p>3) The land rights will encompass an area of less than 0.1 acre and permanent improvements will not be erected on the land.</p> <p>If the project meets one of the exceptions noted above, the file must be documented to that affect. If the project does not meet any of the exceptions above, a lease versus purchase analysis must be completed.</p> <p>Except as set forth in the exceptions above, no lease for land shall be executed until an <u>analysis</u> is made which concludes the lease to be the most economical method of acquisition <u>or a written determination defining an applicable exception</u>. This must be completed before beginning lease negotiations to determine whether to purchase or lease. If the decision to lease or purchase is different than indicated by the calculations on the form, an explanation (such as funds were not available for purchase) should be attached to the form.</p> |
| Appraisal Contract/Market Survey | R | NR | NR | <p>All rents for land leases shall be supported by a written determination that is placed in the lease file. The written determination shall contain sufficient data that is relevant to the rationale used for determining a fair annual rent. All written determinations shall be signed by the Real Estate Contracting Officer. When an appraisal is made to support a rent, the appraisal shall be approved by the Contracting Officer and be made a part of the lease file. Formal appraisal reports shall not be used to estimate a fair annual rent when information can be obtained from local sources as to the value of the land to be leased and a reasonable rent. The degree of documentation obtained to support annual rents should be governed by the dollar amount of the lease. Simple appraisals to support rents can be used in lieu of written determinations. When a high dollar rent is asked and local information pertaining to land values and rental rates cannot be documented, formal appraisals should be obtained. (Ref: Land Acquisition Order 4420.3, section 302 and sections 203-</p> |

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| | | | | 215.) For simple acquisitions where only a market survey is needed and the survey is short, the entire survey should be included in this section. Where it is not practical to include the market survey or appraisal in this section in its entirety, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal. |
| Survey Contract/Legal description/Restricted Areas | R | R | NR | <u>Contracts</u> for the acquisition of surveys or legal descriptions belong here. (The legal description should be included in the lease contract.) |
| EIS/FONSI | R | NR | NR | Environmental Impact Statements (EIS) or Findings of No significant Impact (FONSI) shall be approved before negotiating the acquisition of any new land interest. Real Estate files should contain a copy of the EIS or FONSI, as applicable, or contain a reference to the office of record where the EIS/FONSI can be found. (Ref: FAA Order 1050.19B) |
| EDDA (Environmental Due Diligence Audit) | R | NR | NR | A copy of the EDDA acceptance letter or EDDA waiver form should be included. When an EDDA is required, and is not included in the file, a note referencing where a reader will find the EDDA document should be included. (Ref: FAA Order 1050.19B) |
| Rural Development Act Checklist Form | R | NR | NR | The FAA must give first consideration to rural areas when locating new land unless mission or program requirements call for urban areas. And RDA is not required for unmanned and on-airport facilities. (Ref: AMS 4.2.3.2: Requirements and FAST Real Estate Space Guidance, 2.4.3 Appendix C: Rural Development Guidelines) This form will be completed before lease negotiations begin. |
| Legal Review - Single Source Acquisition Review/Contracts over \$100 K | R | NR | NR | The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. (AMS Real Estate Guidance 1.1.5 : Requirements) The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. (AMS Real Estate Guidance 1.1.6: Procurement Method) Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make written exceptions to this coordination policy, adjust dollar minimums, or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination). |
| Legal Review – Deviation from Standard Lease Clauses | R | R | R | Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place |

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| | | | | additional obligations upon the Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses needs Headquarters Policy and Counsel approval. |
| CFO Review of acquisitions with contract value over \$10 million | R | R | NR | Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4. |
| Section 6 – Drawing/Misc. | | | | |
| Drawings, Misc. | R | R | NR | Any drawings or documentation not already filed in Sections 1 thru 5 are filed here. |

A File review for conformance to FAA Policy Standards is required for all Off-Airport, On-Airport and MOAs. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead, or the supervisor may perform the review.

New Content: Real Estate Guidance :

Section 1.3.5.2 : Land Lease File Checklist Narrative

Land Lease Checklist Narrative

Legend

Required – When applicable these documents shall be included in lease acquisition file.

Not Required - In general the other documents listed in the Off/On Lease and MOA Acquisition File Checklist provide useful protection to the

government. However they are not considered required for the lease acquisition file.

Not Applicable - If an item in the checklist is listed as required under the narrative however it is not applicable for the particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

| CHECKLIST ITEM | OFF-AIRPORT LEASE | ON-AIRPORT | MOA | PRESCRIPTION |
|---|-------------------|------------|-----|---|
| Section 1 - Lease Contract Documents | | | | |
| Executed Lease Document and modifications | R | R | R | Fully executed document with all exhibits and attachments and all modifications. If appropriate, this should be the recorded copy with original recording data affixed. |
| Supplemental Lease Agreement | R | R | NR | Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA should always include any updated clauses to the base lease. For MOA need to update the Facility List. |

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| Notary Acknowledgement | R | NR | NR | Leases must have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for recording. Acknowledgements should be attached to the last page of the lease. |
| Recording Documentation | R | R | NR | All privately owned off airport leases shall be recorded in the appropriate County/Parish/Township office. (AMS 1.1.14 Contract Execution). Place in the lease file, a copy of document provided by the recording entity certifying that the lease has been duly recorded. |
| Ownership Verification/Tract/Title Search | R | NR | NR | Before entering into lease negotiations, evidence of ownership must be secured. A copy of the landowner's deed to the property or the book and page numbers and place or recording should be made a part of the file records. Also, mortgages, liens, or other encumbrances which adversely affect the title or the owner's authority to enter into a lease shall be obtained. When possible, ownership recordation shall be included as part of the legal description of the facility site and other interests being acquired. (Ref: Land Acquisition Order 4420.3) The most common method is to require the property owner to supply documentation; however, verification can also be obtained by contracting for a <u>title search</u> or personally reviewing the official records. |
| Corporate Certificate | R | R | NR | A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate. |
| Evidence of Authority | R | R | NR | When a lease is negotiated with an <u>individual</u> representing the owner, documentary evidence must be attached to the lease evidencing the individual's authority to sign on behalf of the owner, <u>such as a power of attorney</u> . See Land Acquisition Order 4420.3, section 305, for additional information. |
| Death Certificates | R | NR | NR | If a lessor dies, evidence must be obtained to establish the party or parties to whom payments are due or to become due. In all cases, evidence of death must be secured in the form of the death certificate or other appropriate evidence. It may be necessary to obtain an authenticated copy of a probated will or, if the lessor dies without a will, to obtain letters of administration. |
| Transfer of Ownership | R | R | R | The sale or transfer of ownership will require that a copy of the deed or other instrument transferring the land be obtained for the lease file. The preamble of the lease provides that the lease is binding upon the lessor and his 'heirs, executors, administrators, successors, and assigns.' Therefore, no action shall be taken to secure a new agreement or a supplement to the existing agreement (there are a few exceptions to this – see Land Acquisition Order 4420.3, section 306). *Note: Even if a modification to the lease is not required, you must complete an administrative modification in PRISM in order to change the payee. |
| Estoppel Certificates | NR | NR | NR | Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the |

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| | | | | document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of Estoppel. Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease. RECOs must use 1.3.12 Estoppel Certificate if lease is in good standing otherwise work with Regional Counsel. |
| Assignment of Rents | R | NR | NR | Written document by the lessor of record directing the FAA to mail rent payments to someone other than the lessor (for example, a property management company). Note: Checks may be mailed, either electronically or by paper, to whoever directed by lessor. |
| Right-of-Entry Permit | R | NR | NR | The Real Estate Contracting Officer (RECO) should ensure that a "right of entry" permit to the property for any purpose has been obtained from the land owner <u>prior to ingress by an FAA employee or any of its agents</u> . Legal counsel should be consulted for the proper action to take if the landowner refuses to grant a "right of entry" permit. Entry onto private property without appropriate rights may constitute trespass. (Ref: AMS Real Estate Guidance 8. Right of Entry Permit) Use the right-of-entry permit, FAA Form 4420-6, shown in appendix 2. (Ref: Land Acquisition Order 4420.3, section 122, Site Investigation and Testing.) |
| Previous Expired Leases | R | R | R | Copies of each expired lease should be filed sequentially at the bottom of the section. "Boiler plate" clauses and attachments, though possibly large should be included because what is considered "standard" at one time may differ from present policy/guidance. |
| Section 2 – Financial Records | | | | |
| PRISM Purchase Requisition, PRISM Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification | R | R | R | A printed copy of the above-approved forms should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer's specific requirements. Attachments and exhibits needed for the PRISM document should be attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file. |
| Lease Determination Form (Evaluation of Lease to Determine Accounting Treatment) | R | R | NR | All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file for the initial lease and any changes. However, all land leases are automatically classified as operating leases per the policy and procedures for lease evaluations. Land leases will only require that the Contracting Officer (CO) fill out section 1 and sign the lease determination form, classifying it as an operating lease. The above is a very brief synopsis - the full instructions should be read and are available at: http://www.anm.faa.gov/anm50/prism/Guides/Solutions/capleasebps.pdf and the form at: http://www.anm.faa.gov/anm50/prism/RealEstate/Guides/reevalusrg.pdf |
| W-9 Form | NR | NR | NR | Department of Treasury Form <i>Request for Taxpayer Identification Number and Certification</i> . This form is required to pay the lessor through DELPHI. The original of |

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| | | | | this form should be given to accounting. Depending on security considerations in the office where the real estate acquisition file is stored, a copy of this form may or may not be required in each file. The inclusion or non inclusion of this form will be consistent within each region. |
| Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form | R | R | NR | variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT) . – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor's account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region's security consideration will set policy on whether copies of these forms should be included in the real estate files. |
| DELPHI Vendor Entry Worksheet | R | R | R | This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it's not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid. |
| ATO Business Case | R | R | R | For all ATO facilities the realty specialist/RECO need to receive a copy of the approved business case to proceed with the lease. |
| Section 3 & 4 – Correspondence/Communications | | | | |
| All correspondence (eletronic and paper) | R | R | R | Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top. |
| Section 5 – Support Documentation | | | | |
| REMS (Real Estate Management System) 610 Summary Report | R | R | R | All Real Estate Management System (REMS) 610 Summary Report should be filed. |
| Scan Lease into REMS - show record | NR | NR | NR | As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease information from REMS. RECOs are no longer required to send copies to LIMS. |
| RETS (Real Estate Tracking System) Notes | R | R | R | Real Estate Tracking System (RETS) a copy of the final RETS notes should be included. |
| Advertisement | R | NR | NR | If the requirement is not for a site specific location and multiple sources may be available to meet the requirement, then advertising to allow for competition may be appropriate. When advertising the Real Estate Contracting Officer should utilize the publicizing method most likely to result in receipt of offers appropriate to satisfy the specific requirement. |

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| | | | | Advertisements in most cases will be by local or area wide newspapers; however, this is not limited and may include commercial trade journals, electronic bulletin boards, and the Commerce Business Daily. Multiple advertising may be utilized if considered necessary. The Real Estate Contracting Officer determines the need or requirement for advertising. Data from a market survey may be used to determine the need for advertising. (FAST Real Estate Land Guidelines, 1.1.7. Advertising). Place a copy of the ad along with any documentation to support the method of acquiring the advertisement in this section. |
| Negotiator's Report | R | R | R | Required for all land leases/MOAs for historical purposes to show a clear line of reasoning from the start of the process to the final action taken. The negotiator report should document and explain, in summary form, the realty specialist's reasoning for any judgments made during negotiations. This report should provide both the "what and why" of negotiations. |
| Determination to Lease/Lease vs. Purchase Analysis | R | NR | NR | <p>Land for FAA facilities will be leased only if the rent during the expected life of the facility will be less than the cost to purchase a permanent interest. Exceptions to this are:</p> <p>1) Where the land and all other interests can be leased for the expected life of the facility for less than \$1,000 annually and the rent does not exceed 12 percent of the estimated fair market value of the rights being acquired.</p> <p>2) The land can be leased at no cost or nominal cost (\$100 or less annually) or</p> <p>3) The land rights will encompass an area of less than 0.1 acre and permanent improvements will not be erected on the land.</p> <p>If the project meets one of the exceptions noted above, the file must be documented to that affect. If the project does not meet any of the exceptions above, a lease versus purchase analysis must be completed.</p> <p>Except as set forth in the exceptions above, no lease for land shall be executed until an <u>analysis</u> is made which concludes the lease to be the most economical method of acquisition <u>or a written determination defining an applicable exception</u>. This must be completed before beginning lease negotiations to determine whether to purchase or lease. If the decision to lease or purchase is different than indicated by the calculations on the form, an explanation (such as funds were not available for purchase) should be attached to the form.</p> |
| Appraisal Contract/Market Survey | R | NR | NR | All rents for land leases shall be supported by a written determination that is placed in the lease file. The written determination shall contain sufficient data that is relevant to the rationale used for determining a fair annual rent. All written determinations shall be signed by the Real Estate Contracting Officer. When an appraisal is made to support a rent, the appraisal shall be approved by the Contracting Officer and be made a part of the lease file. Formal appraisal reports |

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| | | | | <p>shall not be used to estimate a fair annual rent when information can be obtained from local sources as to the value of the land to be leased and a reasonable rent. The degree of documentation obtained to support annual rents should be governed by the dollar amount of the lease. Simple appraisals to support rents can be used in lieu of written determinations. When a high dollar rent is asked and local information pertaining to land values and rental rates cannot be documented, formal appraisals should be obtained. (Ref: Land Acquisition Order 4420.3, section 302 and sections 203-215.)</p> <p>For simple acquisitions where only a market survey is needed and the survey is short, the entire survey should be included in this section. Where it is not practical to include the market survey or appraisal in this section in its entirety, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal.</p> |
| Survey Contract/Legal description/Restricted Areas | R | R | <u>NR</u> | Contracts for the acquisition of surveys or legal descriptions belong here. (The legal description should be included in the lease contract.) |
| EIS/FONSI | R | NR | NR | Environmental Impact Statements (EIS) or Findings of No Significant Impact (FONSI) shall be approved before negotiating the acquisition of any new land interest. Real Estate files should contain a copy of the EIS or FONSI, as applicable, or contain a reference to the office of record where the EIS or FONSI can be found. (Ref: FAA Order 1050.1E). |
| EDDA (Environmental Due Diligence Audit) | R | NR | NR | A copy of the EDDA acceptance letter or EDDA waiver form should be included. When an EDDA is required and is not included in the file, a note referencing where a reader will find the EDDA document should be included. (Ref: FAA Order 1050.19B). |
| Rural Development Act Checklist Form | R | NR | NR | The FAA must give first consideration to rural areas when locating new land unless mission or program requirements call for urban areas. And RDA is not required for unmanned and on-airport facilities. (Ref: AMS 4.2.3.2: Requirements and FAST Real Estate Space Guidance, 2.4.3 Appendix C: Rural Development Guidelines) This form will be completed before lease negotiations begin. |
| Legal Review - Single Source Acquisition Review/Contracts over \$100 K | R | NR | NR | The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. (AMS Real Estate Guidance 1.1.5 : Requirements) The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. (AMS Real Estate Guidance 1.1.6: Procurement Method) Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief |

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| | | | | Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make written exceptions to this coordination policy, adjust dollar minimums, or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination). |
| Legal Review – Deviation from Standard Lease Clauses | R | R | R | Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place additional obligations upon the Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses needs Headquarters Policy and Counsel approval. |
| CFO Review of acquisitions with contract value over \$10 million | R | R | NR | Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4. |
| Section 6 – Drawing/Misc. | | | | |
| Drawings, Misc. | R | R | NR | Any drawings or documentation not already filed in Sections 1 thru 5 are filed here. |

A File review for conformance to FAA Policy Standards is required for all Off-Airport, On-Airport and MOAs. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead, or the supervisor may perform the review.

Red Line Content: Real Estate Guidance :
Section 1.3.5.2 : Land Lease File Checklist Narrative

Land Lease Checklist Narrative

Legend

Required – When applicable these documents shall be included in lease acquisition file.

Not Required - In general the other documents listed in the Off/On Lease and MOA Acquisition File Checklist provide useful protection to the

government. However they are not considered required for the lease acquisition file.

Not Applicable - If an item in the checklist is listed as required under the narrative however it is not applicable for the particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

| CHECKLIST ITEM | OFF-AIRPORT | ON-AIRPORT | MOA | PRESCRIPTION |
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| | LEASE | | | |
| Section 1 - Lease Contract Documents | | | | |
| Executed Lease Document and modifications | R | R | R | Fully executed document with all exhibits and attachments and all modifications. If appropriate, this should be the recorded copy with original recording data affixed. |
| Supplemental Lease Agreement | R | R | NR | Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA should always include any updated clauses to the base lease. For MOA need to update the Facility List. |
| Notary Acknowledgement | R | NR | NR | Leases must have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for recording. Acknowledgements should be attached to the last page of the lease. |
| Recording Documentation | R | R | NR | All <u>privately owned</u> off airport leases shall be recorded in the appropriate County/Parish/Township office. (AMS 1.1.14 Contract Execution). Place in the lease file, a copy of document provided by the recording entity certifying that the lease has been duly recorded. |
| Ownership Verification/Tract/Title Search | R | NR | NR | Before entering into lease negotiations, evidence of ownership must be secured. A copy of the landowner's deed to the property or the book and page numbers and place or recording should be made a part of the file records. Also, mortgages, liens, or other encumbrances which adversely affect the title or the owner's authority to enter into a lease shall be obtained. When possible, ownership recordation shall be included as part of the legal description of the facility site and other interests being acquired. (Ref: Land Acquisition Order 4420.3) The most common method is to require the property owner to supply documentation; however, verification can also be obtained by contracting for a <u>title search</u> or personally reviewing the official records. |
| Corporate Certificate | R | R | NR | A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate. |
| Evidence of Authority | R | R | NR | When a lease is negotiated with an <u>individual</u> representing the owner, documentary evidence must be attached to the lease evidencing the individual's authority to sign on behalf of the owner, <u>such as a power of attorney</u> . See Land Acquisition Order 4420.3, section 305, for additional information. |
| Death Certificates | R | NR | NR | If a lessor dies, evidence must be obtained to establish the party or parties to whom payments are due or to become due. In all cases, evidence of death must be secured in the form of the death certificate or other appropriate evidence. It may be necessary to obtain an authenticated copy of a probated will or, if the lessor dies without a will, to obtain letters of administration. |
| Transfer of Ownership | R | R | R | The sale or transfer of ownership will require that a copy of the deed or other instrument transferring the land be obtained for the lease file. The preamble of the lease provides that the lease |

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| | | | | is binding upon the lessor and his ‘heirs, executors, administrators, successors, and assigns.’ Therefore, no action shall be taken to secure a new agreement or a supplement to the existing agreement (there are a few exceptions to this – see Land Acquisition Order 4420.3, section 306). *Note: Even if a modification to the lease is not required, you must complete an administrative modification in PRISM in order to change the payee. |
| Estoppel Certificates | NR | NR | NR | Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of Estoppel. Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease. RECOs must use 1.3.12 Estoppel Certificate if lease is in good standing otherwise work with Regional Counsel. |
| Assignment of Rents | R | NR | NR | Written document by the lessor of record directing the FAA to mail rent payments to someone other than the lessor (for example, a property management company). Note: Checks may be mailed, either electronically or by paper, to whoever directed by lessor. |
| Right-of-Entry Permit | R | NR | NR | The Real Estate Contracting Officer (RECO) should ensure that a "right of entry" permit to the property for any purpose has been obtained from the land owner <u>prior to ingress by an FAA employee or any of its agents</u> . Legal counsel should be consulted for the proper action to take if the landowner refuses to grant a "right of entry" permit. Entry onto private property without appropriate rights may constitute trespass. (Ref: AMS Real Estate Guidance 8. Right of Entry Permit) Use the right-of-entry permit, FAA Form 4420-6, shown in appendix 2. (Ref: Land Acquisition Order 4420.3, section 122, Site Investigation and Testing.) |
| Previous Expired Leases | R | R | R | Copies of each expired lease should be filed sequentially at the bottom of the section. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance. |
| Section 2 – Financial Records | | | | |
| PRISM Purchase Requisition, PRISM Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification | R | R | R | A printed copy of the above-approved forms should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer’s specific requirements. Attachments and exhibits needed for the PRISM document should be attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file. |
| Lease Determination Form (Evaluation of Lease to Determine Accounting Treatment) | R | R | NR | All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file for the initial lease and any changes. However, all land leases are automatically classified as operating leases per the policy and procedures for lease evaluations. Land leases will only require that the Contracting Officer (CO) fill out section 1 and sign the |

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| | | | | lease determination form, classifying it as an operating lease. The above is a very brief synopsis - the full instructions should be read and are available at: http://www.anm.faa.gov/anm50/prism/Guides/Solutions/capleasebps.pdf and the form at: http://www.anm.faa.gov/anm50/prism/RealEstate/Guides/reevalusrg.pdf |
| W-9 Form | NR | NR | NR | Department of Treasury Form <i>Request for Taxpayer Identification Number and Certification</i> . This form is required to pay the lessor through DELPHI. The original of this form should be given to accounting. Depending on security considerations in the office where the real estate acquisition file is stored, a copy of this form may or may not be required in each file. The inclusion or non inclusion of this form will be consistent within each region. |
| Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form | R | R | NR | variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT) . – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor's account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region's security consideration will set policy on whether copies of these forms should be included in the real estate files. |
| DELPHI Vendor Entry Worksheet | R | R | R | This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it's not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid. |
| ATO Business Case | R | R | R | For all ATO facilities the realty specialist/RECO need to receive a copy of the approved business case to proceed with the lease. |
| Section 3 & 4 – Correspondence/Communications | | | | |
| All correspondence (eletronic and paper) | R | R | R | Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top. |
| Section 5 – Support Documentation | | | | |
| REMS (Real Estate Management System) 610 Summary Report | R | R | R | All Real Estate Management System (REMS) 610 Summary Report should be filed. |
| Scan Lease into REMS - show record | NR | NR | NR | As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease |

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| | | | | information from REMS. RECOs are no longer required to send copies to LIMS. |
| RETS (Real Estate Tracking System) Notes | R | R | R | Real Estate Tracking System (RETS) a copy of the final RETS notes should be included. |
| Advertisement | R | NR | NR | <p>If the requirement is not for a site specific location and multiple sources may be available to meet the requirement, then advertising to allow for competition may be appropriate. When advertising the Real Estate Contracting Officer should utilize the publicizing method most likely to result in receipt of offers appropriate to satisfy the specific requirement. Advertisements in most cases will be by local or area wide newspapers; however, this is not limited and may include commercial trade journals, electronic bulletin boards, and the Commerce Business Daily. Multiple advertising may be utilized if considered necessary. The Real Estate Contracting Officer determines the need or requirement for advertising. Data from a market survey may be used to determine the need for advertising. (FAST Real Estate Land Guidelines, 1.1.7. Advertising). Place a copy of the ad along with any documentation to support the method of acquiring the advertisement in this section.</p> |
| Negotiator's Report | R | R | R | Required for all land leases/MOAs for historical purposes to show a clear line of reasoning from the start of the process to the final action taken. The negotiator report should document and explain, in summary form, the realty specialist's reasoning for any judgments made during negotiations. This report should provide both the "what and why" of negotiations. |
| Determination to Lease/Lease vs. Purchase Analysis | R | NR | NR | <p>Land for FAA facilities will be leased only if the rent during the expected life of the facility will be less than the cost to purchase a permanent interest. Exceptions to this are:</p> <ol style="list-style-type: none"> 1) Where the land and all other interests can be leased for the expected life of the facility for less than \$1,000 annually and the rent does not exceed 12 percent of the estimated fair market value of the rights being acquired. 2) The land can be leased at no cost or nominal cost (\$100 or less annually) or 3) The land rights will encompass an area of less than 0.1 acre and permanent improvements will not be erected on the land. <p>If the project meets one of the exceptions noted above, the file must be documented to that affect. If the project does not meet any of the exceptions above, a lease versus purchase analysis must be completed.</p> <p>Except as set forth in the exceptions above, no lease for land shall be executed until an <u>analysis</u> is made which concludes the lease to be the most economical method of acquisition <u>or a written determination defining an applicable exception</u>. This must be completed before beginning lease negotiations to determine whether to purchase or lease. If the decision to lease or purchase is different than indicated by the calculations</p> |

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| | | | | on the form, an explanation (such as funds were not available for purchase) should be attached to the form. |
| Appraisal Contract/Market Survey | R | NR | NR | <p>All rents for land leases shall be supported by a written determination that is placed in the lease file. The written determination shall contain sufficient data that is relevant to the rationale used for determining a fair annual rent. All written determinations shall be signed by the Real Estate Contracting Officer. When an appraisal is made to support a rent, the appraisal shall be approved by the Contracting Officer and be made a part of the lease file. Formal appraisal reports shall not be used to estimate a fair annual rent when information can be obtained from local sources as to the value of the land to be leased and a reasonable rent. The degree of documentation obtained to support annual rents should be governed by the dollar amount of the lease. Simple appraisals to support rents can be used in lieu of written determinations. When a high dollar rent is asked and local information pertaining to land values and rental rates cannot be documented, formal appraisals should be obtained. (Ref: Land Acquisition Order 4420.3, section 302 and sections 203-215.)</p> <p>For simple acquisitions where only a market survey is needed and the survey is short, the entire survey should be included in this section. Where it is not practical to include the market survey or appraisal in this section in its entirety, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal.</p> |
| Survey Contract/Legal description/Restricted Areas | R | R | <u>NR</u> | <u>Contracts</u> for the acquisition of surveys or legal descriptions belong here. (The legal description should be included in the lease contract.) |
| EIS/FONSI | R | NR | NR | Environmental Impact Statements (EIS) or Findings of No significant <u>Significant</u> Impact (FONSI) shall be approved before negotiating the acquisition of any new land interest. Real Estate files should contain a copy of the EIS or FONSI, as applicable, or contain a reference to the office of record where the EIS/ <u>or</u> FONSI can be found. (Ref: FAA Order 1050.49B <u>1E</u>). |
| EDDA (Environmental Due Diligence Audit) | R | NR | NR | A copy of the EDDA acceptance letter or EDDA waiver form should be included. When an EDDA is required, and is not included in the file, a note referencing where a reader will find the EDDA document should in included. (Ref: FAA Order 1050.19B). |
| Rural Development Act Checklist Form | R | NR | NR | The FAA must give first consideration to rural areas when locating new land unless mission or program requirements call for urban areas. And RDA is not required for unmanned and on-airport facilities. (Ref: AMS 4.2.3.2: Requirements and FAST Real Estate Space Guidance, 2.4.3 Appendix C: Rural Development Guidelines) This form will be completed before lease negotiations begin. |
| Legal Review - Single Source Acquisition Review/Contracts over \$100 | R | NR | NR | The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. (AMS |

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| K | | | | Real Estate Guidance 1.1.5 : Requirements) The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. (AMS Real Estate Guidance 1.1.6: Procurement Method) Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make written exceptions to this coordination policy, adjust dollar minimums, or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination). |
| Legal Review – Deviation from Standard Lease Clauses | R | R | R | Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place additional obligations upon the Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses needs Headquarters Policy and Counsel approval. |
| CFO Review of acquisitions with contract value over \$10 million | R | R | NR | Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4. |
| Section 6 – Drawing/Misc. | | | | |
| Drawings, Misc. | R | R | NR | Any drawings or documentation not already filed in Sections 1 thru 5 are filed here. |

A File review for conformance to FAA Policy Standards is required for all Off-Airport, On-Airport and MOAs. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead, or the supervisor may perform the review.

Section 1.1.15 : Documentation to Lease File

Old Content: Real Estate Guidance :

Section 1.1.15 : Documentation to Lease File

Sufficient documentation should be developed that explains and justifies the procurement action taken. These documents should be retained in the applicable real estate acquisition file as appropriate. RECOs must use a 6 part folder system for all their acquisition files.

RECOs must use the [Off/On Airport Land Lease](#) and [MOA Checklist](#) with [matrix](#) and Outgrant and Condmenation checklists. The checklist is to be used to ensure consistency of documentation and for consistency of how documentation within the lease file is arranged. This checklist is to be implemented for use by all Service Areas beginning September 30, 2006, for all new and renewal off/on airport leases or MOA and for all extensions of leases with a Supplemental Lease Agreement. The checklist(s) must be filled in completely, i.e. check if it is required or not required or in the file. Note that if an item in the checklist is listed as required under the narrative however it is not applicable for this particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

Copies of each expired lease should be filed sequentially at the bottom of the section 1 of the Land Checklist. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance.

New Content: Real Estate Guidance :

Section 1.1.15 : Documentation to Lease File

Sufficient documentation should be developed that explains and justifies the procurement action taken. These documents should be retained in the applicable real estate acquisition file as appropriate. RECOs must use a 6 part folder system for all their acquisition files.

Lease Review Process

RECOs must use the ISO 9001 Land Lease Review Checklist (1.3.6) for Off Airport, all privately owned land leases, regardless of cost or size.* (This includes vacant land, roadways, right of ways, etc.). These include all new, renewal, or succeeding leases at a new or existing location. Below are the procedure for the checklist:

1. Prior to sending the lease out for signature by the Lessor/owner, the RECO must submit the lease record for review to the designated senior RECO or Real Estate Group Manager, hereinafter referred to as reviewer.
2. The reviewer reviews the lease for conformance with the AMS 1.2 Land Clause Matrix. The review is to ensure all mandatory/required clauses are incorporated into the lease, along with any recommended/optional clauses that are appropriate and in the best interest of the FAA. The reviewer must use the appropriate attached lease review checklist form (1.3.6) Land Lease Review Checklist when reviewing the lease and note on the checklist form any nonconformities found.
3. If the RECO is entering into a succeeding lease at an existing location, the RECO and reviewer must ensure all clauses are updated and any new mandatory clauses are added into the renewal lease.
4. The RECO will correct the nonconformities noted on the lease review checklist, and resubmit the corrected lease and the original review checklist to the reviewer.

5. Once all corrections are acceptable and/or legal approval is obtained, the reviewer will annotate the review checklist and sign off on the final review line at the bottom of the checklist review form.
6. If after final review the lease is further changed (e.g. the Lessor requests additional changes), the RECO will re-submit the lease to the reviewer for another review using a new checklist form before the lease is fully executed. The reviewer will clearly annotate on the top of the checklist, "Review #2" and so on.
7. The RECO is to place the original hard copy of the completed lease review checklist(s) in the real estate lease file.

Lease File Process

In accordance with the ISO 9001 SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all privately owned land leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

Further the RECOs must use the following file checklists: [Off/On Airport Land Lease](#) and [MOA Checklist](#) with [matrix](#) and [Outgrant](#) and [Condemnation](#) checklists. The checklist is to be used to ensure consistency of documentation and for consistency of how documentation within the lease file is arranged. This checklist is to be implemented for use by all Service Areas beginning September 30, 2006, for all new and renewal off/on airport leases or MOA and for all extensions of leases with a Supplemental Lease Agreement. The checklist(s) must be filled in completely, i.e. check if it is required or not required or in the file. Note that if an item in the checklist is listed as required under the narrative however it is not applicable for this particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

Copies of each expired lease should be filed sequentially at the bottom of the section 1 of the Land Checklist. "Boiler plate" clauses and attachments, though possibly large should be included because what is considered "standard" at one time may differ from present policy/guidance.

It should also be noted that the RECO must follow the requirements for scanning leases into REMS [3.1.7.1](#).

Red Line Content: Real Estate Guidance : Section 1.1.15 : Documentation to Lease File

Sufficient documentation should be developed that explains and justifies the procurement action taken. These documents should be retained in the applicable real estate acquisition file as appropriate. RECOs must use a 6 part folder system for all their acquisition files.

Lease Review Process

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RECOs must use the ISO 9001 Land Lease Review Checklist (1.3.6) for Off Airport, all privately owned land leases, regardless of cost or size.* (This includes vacant land, roadways, right of ways, etc.). These include all new, renewal, or succeeding leases at a new or existing location. Below are the procedure for the checklist:

1. Prior to sending the lease out for signature by the Lessor/owner, the RECO must submit the lease record for review to the designated senior RECO or Real Estate Group Manager, hereinafter referred to as reviewer.
2. The reviewer reviews the lease for conformance with the AMS 1.2 Land Clause Matrix. The review is to ensure all mandatory/required clauses are incorporated into the lease, along with any recommended/optional clauses that are appropriate and in the best interest of the FAA. The reviewer must use the appropriate attached lease review checklist form (1.3.6) Land Lease Review Checklist when reviewing the lease and note on the checklist form any nonconformities found.
3. If the RECO is entering into a succeeding lease at an existing location, the RECO and reviewer must ensure all clauses are updated and any new mandatory clauses are added into the renewal lease.
4. The RECO will correct the nonconformities noted on the lease review checklist, and resubmit the corrected lease and the original review checklist to the reviewer.
5. Once all corrections are acceptable and/or legal approval is obtained, the reviewer will annotate the review checklist and sign off on the final review line at the bottom of the checklist review form.
6. If after final review the lease is further changed (e.g. the Lessor requests additional changes), the RECO will re-submit the lease to the reviewer for another review using a new checklist form before the lease is fully executed. The reviewer will clearly annotate on the top of the checklist, "Review #2" and so on.
7. The RECO is to place the original hard copy of the completed lease review checklist(s) in the real estate lease file.

Lease File Process

In accordance with the ISO 9001 SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all privately owned land leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

Further the RECOs must use the following file checklists: Off/On Airport Land Lease and MOA Checklist with matrix and- Outgrant- and- Condemnation- checklists. The checklist is to be used to ensure consistency of documentation and for consistency of how ~~documentation~~documentation within the lease file is arranged. This checklist is to be implemented for use by all Service Areas beginning September 30, 2006, for all new and renewal off/on airport leases or MOA and for all extensions of leases with a Supplemental Lease Agreement. The checklist(s) must be filled in completely, i.e. check if it is required or not required or in the file. Note that if an item in the checklist is listed as required under the

narrative however it is not applicable for this particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

Copies of each expired lease should be filed sequentially at the bottom of the section 1 of the Land Checklist. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance.

It should also be noted that the RECO must follow the requirements for scanning leases into REMS 3.1.7.1.

Section 2.2.9 : Documentation to the Lease File

Old Content: Real Estate Guidance :

Section 2.2.9 : Documentation to the Lease File

Sufficient documentation must be developed to explain and justify the lease acquisition actions taken. RECOs must use the [Space Lease Checklist](#) with [matrix](#) and Outgrant and Condemnation checklists. The checklist is to be used to ensure consistency of documentation and for consistency of how documentation within the lease file is arranged. This checklist is to be implemented for use by all regions beginning September 30, 2006, for all new and renewal leases and for all extensions of leases with a Supplemental Lease Agreement. The checklist must be filled in completely, i.e. check if it is required or not required or in the file. Note that if an item in the checklist is listed as required under the narrative however it is not applicable for this particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

Copies of each expired lease should be filed sequentially at the bottom of section 1 in the lease acquisition file. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance.

New Content: Real Estate Guidance :

Section 2.2.9 : Documentation to the Lease File

Sufficient documentation must be developed to explain and justify the lease acquisition actions taken. These documents should be retained in the applicable real estate acquisition file as appropriate. RECOs must use a 6 part folder system for all their acquisition files.

Lease Review Process

RECOs must use the ISO 9001 Space Lease Review Checklist (2.6.19) for standard and small space leases. These include all new, renewal, or succeeding leases at a new or existing location. Below is the procedure for the checklist:

1. Prior to sending the lease out for signature by the Lessor/owner, the RECO must submit the lease record for review to the designated senior RECO or Real Estate Group Manager, hereinafter referred to as reviewer.
2. The reviewer reviews the lease for conformance with the AMS 2.5 Space Clause Matrix. The review is to ensure all mandatory/required clauses are incorporated into the lease, along with any recommended/optional clauses that are appropriate and in the best interest of the FAA. The reviewer must use the appropriate attached lease review checklist form (2.6.19) Space Lease Review Checklist when reviewing the lease and note on the checklist form any nonconformities found.
3. If the RECO is entering into a succeeding lease at an existing location, the RECO and reviewer must ensure all clauses are updated and any new mandatory clauses are added into the renewal lease.
4. The RECO will correct the nonconformities noted on the lease review checklist, and resubmit the corrected lease and the original review checklist to the reviewer.
5. Once all corrections are acceptable and/or legal approval is obtained, the reviewer will annotate the review checklist and sign off on the final review line at the bottom of the checklist review form.
6. If after final review the lease is further changed (e.g. the Lessor requests additional changes), the RECO will re-submit the lease to the reviewer for another review using a new checklist form before the lease is fully executed. The reviewer will clearly annotate on the top of the checklist, "Review #2" and so on.
7. The RECO is to place the original hard copy of the completed lease review checklist(s) in the real estate lease file.

Lease File Process

In accordance with the ISO SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all Standard and Small Leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

Further the RECOs must use the following file checklist: [Space Lease Checklist](#) with [matrix](#) and [Outgrant](#) and [Condemnation](#) checklists. The checklist is to be used to ensure consistency of documentation and for consistency of how documentation within the lease file is arranged. This checklist is to be implemented for use by all regions beginning September 30, 2006, for all new and renewal leases and for all extensions of leases with a Supplemental Lease Agreement. The checklist must be filled in completely, i.e. check if it is required or not required or in the file. Note that if an item in the checklist is listed as required under the narrative however it is not applicable for this particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

Copies of each expired lease should be filed sequentially at the bottom of section 1 in the lease acquisition file. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance. It should also be noted that the RECO should follow the requirements for scanning leases into REMS [3.1.7.1](#).

Red Line Content: Real Estate Guidance :
Section 2.2.9 : Documentation to the Lease File

Sufficient documentation must be developed to explain and justify the lease acquisition actions taken. *These documents should be retained in the applicable real estate acquisition file as appropriate. RECOs must use a 6 part folder system for all their acquisition files.*

Lease Review Process

RECOs must use the ISO 9001 Space Lease Review Checklist (2.6.19) for standard and small space leases. These include all new, renewal, or succeeding leases at a new or existing location. Below are the procedure for the checklist:

- 1. Prior to sending the lease out for signature by the Lessor/owner, the RECO must submit the lease record for review to the designated senior RECO or Real Estate Group Manager, hereinafter referred to as reviewer.***
- 2. The reviewer reviews the lease for conformance with the AMS 2.5 Space Clause Matrix. The review is to ensure all mandatory/required clauses are incorporated into the lease, along with any recommended/optional clauses that are appropriate and in the best interest of the FAA. The reviewer must use the appropriate attached lease review checklist form (2.6.19) Space Lease Review Checklist when reviewing the lease and note on the checklist form any nonconformities found.***
- 3. If the RECO is entering into a succeeding lease at an existing location, the RECO and reviewer must ensure all clauses are updated and any new mandatory clauses are added into the renewal lease.***
- 4. The RECO will correct the nonconformities noted on the lease review checklist, and resubmit the corrected lease and the original review checklist to the reviewer.***
- 5. Once all corrections are acceptable and/or legal approval is obtained, the reviewer will annotate the review checklist and sign off on the final review line at the bottom of the checklist review form.***
- 6. If after final review the lease is further changed (e.g. the Lessor requests additional changes), the RECO will re-submit the lease to the reviewer for another review using a new checklist form before the lease is fully executed. The reviewer will clearly annotate on the top of the checklist, “Review #2” and so on.***
- 7. The RECO is to place the original hard copy of the completed lease review checklist(s) in the real estate lease file.***

Lease File Process

In accordance with the ISO SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all Standard and Small Leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

Further the RECOs must use the following file checklists: Space Lease Checklist with matrix and Outgrant and Condemnation checklists. The checklist is to be used to ensure consistency of documentation and for consistency of how documentation within the lease file is arranged. This checklist is to be implemented for use by all regions beginning September 30, 2006, for all new and renewal leases and for all extensions of leases with a Supplemental Lease Agreement. The checklist must be filled in completely, i.e. check if it is required or not required or in the file. Note that if an item in the checklist is listed as required under the narrative however it is not applicable for this particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

Copies of each expired lease should be filed sequentially at the bottom of section 1 in the lease acquisition file. "Boiler plate" clauses and attachments, though possibly large should be included because what is considered "standard" at one time may differ from present policy/guidance. *It should also be noted that the RECO should follow the requirements for scanning leases into REMS 3.1.7.1.*

Section 2.6.17 : ABAAS Compliance Report

Old Content: Real Estate Guidance :

Section 2.6.17 : ABAAS Compliance Report

ABAAS COMPLIANCE REPORT

The lessor certified that the building and premises at _____ is compliant with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard.

Complete This Section:

____Lessor is fully compliant with ABAAS (Architectural Barriers Act Accessibility Standard).

OR

____Lessor will be compliant with ABAAS by _____(date).

OR

_____ Facility is unmanned.

OR

_____ Building and premises are exempt from ABAAS as described below.

FAA Use: Building is exempt from ABAAS consideration because _____

_____.

ABAAS Waiver on file: ____ Yes ____ No

Prepared by:

Date:

Approval Real Estate Contracting Officer Date:

New Content: Real Estate Guidance :
Section 2.6.17 : ABAAS Compliance Report

ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at _____.

Complete This Section:

_____ Leased building and premises are fully compliant with ABAAS section F202.6.

OR

____ Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

OR

____ Leased building and premises will be compliant with ABAAS by ____ (date).

(Insert specific details on the improvements that are to be made)

Lessor shall ensure completion. All associated costs incurred shall be the responsibility of the FAA.

OR

Building and premises are exempt from ABAAS as described below.

____ Facility is unmanned.

____ ABAAS waiver from GSA Administrator on file.

____ Other (Explain using pertinent ABAAS exemption).

LESSOR:

Date:

FEDERAL AVIATION ADMINISTRATION

Contracting Officer

Date:

**Red Line Content: Real Estate Guidance :
Section 2.6.17 : ABAAS Compliance Report**

ABAAS COMPLIANCE REPORT

The lessor certified ~~Lessor and that~~ the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at _____.

Complete This Section:

_____ is compliant with ~~Leased~~ the Architectural Barriers Act ~~building~~ and Rehabilitation Act as detailed ~~premises~~ in the Architectural Barriers Act Accessibility are fully compliant with ABAAS section Standard F202.6.

Complete This Section: OR

_____ Lessor ~~Where is~~ building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS (~~Architectural Barriers Act~~ For post Accessibility 5/8/2006 Standard) construction only.

OR

_____ Lessor Leased building and premises will be compliant with ABAAS by _____ (date).

OR (Insert specific details on the improvements that are to be made)

_____ Facility.

Lessor is shall unmanne ensure completion. All associated costs incurred shall be the responsibility of the FAA.

OR

_____ Building Building and premises are exempt from ABAAS as described below.

Facility is unmanned.

-FAA Use: _____ Building _____ is exempt ABAAS waiver from ABAAS GSA consideration because Administrator on _____ file.

Other (Explain using pertinent ABAAS exemption).

ABAAS Waiver on file LESSOR: Yes No Prepared by: _____ Date: - _____

Approval Real Estate Contracting
Officer _____

Date:

FEDERAL AVIATION ADMINISTRATION

Contracting Officer

Date:

Section 2.6.20.1 : Space Lease File Checklist Narrative

Old Content: Real Estate Guidance :

Section 2.6.20.1 : Space Lease File Checklist Narrative

Space Lease Checklist Narrative

Legend:

Required – When applicable these documents shall be included in lease acquisition file.

Not Required -In general the other documents listed in the “Space Lease Acquisition File Checklist provide useful protection to the government. However they are not considered required for the lease acquisition file.

| CHECKLIST ITEM | STANDARD LEASE | SMALL LEASE | RENEWAL LEASE | PRESCRIPTION |
|---|----------------|-------------|---------------|---|
| Section 1 - Lease Contract Documents | | | | |
| Supplemental Lease Agreement(s) | R | R | R | Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA should always include any updated clauses to the base lease. |
| Executed Lease Document – Standard/Small Lease and Attachment A | R | R | R | Fully executed document with all exhibits and attachments. Either have a Standard Lease form for |

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| | | | | existing buildings and new lease actions with non-complex requirements. Or a Small Lease Form for small blocks of space, typically approximately 3,000 square feet or less, or short term (i.e., approximately 1 year). Attachment A form provides the requirements for the lease. Use a modified version for an ATCT Lease. |
| Notary Acknowledgement | NR | NR | NR | Leases may have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for recording. Acknowledgements should be attached to the last page of the lease. |
| Corporate Certificate | R | R | R | A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate. |
| Tower Lease Agreement | R | R | R | Currently working on adding a Tower Lease Agreement. |
| Certification of Seismic Compliance Form | R | NR | R | Lessor fills out a Certification of Seismic Compliance form to certify that the construction meets the established acceptable standard. If unable to get form filled out, must make a |

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| | | | | note to the file. |
| Estoppel Certificates | NR | NR | NR | <p>Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of Estoppel.</p> <p>Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease.</p> <p>RECO must use the 2.6.22 Estoppel Certificate if the lease is in good standing.</p> |
| Previous Expired Lease | NR | NR | R | <p>Copies of each expired lease should be filed sequentially at the bottom of the section for renewal lease file. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance.</p> |
| Section 2 – Financial Records | | | | |
| PRISM Purchase Requisition, PRISM Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification | R | R | R | <p>A printed copy of the above-approved forms should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer’s specific requirements. Attachments and exhibits needed for the PRISM document should be</p> |

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| | | | | attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file. |
| DELPHI Vendor Entry Worksheet | R | R | R | This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it's not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid. |
| Lease Determination Form | R | R | R | All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file prior to the execution of the lease. The RECO should notify their management if the lease is determined to be capital. |
| W-9 Form | R | R | R | Department of Treasury Form <i>Request for Taxpayer Identification Number and Certification</i> . This form is required to pay the lessor through DELPHI. The original of this form should be given to accounting. Depending on security considerations in the office where the real estate acquisition file is stored, a copy of this form is required in each file. |
| FPDS (Federal Procurement Data System) Form | R | R | R | Federal Procurement Data System Form – The FDPS is the federal government's central database on federal procurement actions. This |

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| | | | | form is required for all cost leases over \$100,000 (this includes all possible options) and is filled out during the PRISM award. A copy of the FPDS information is to be printed from PRISM and placed in the lease file. |
| Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form | R | R | R | Variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT). – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor's account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region's security consideration will set policy on whether copies of these forms should be included in the real estate files. ASH Form is <u>optional</u> since most of the information can be captured in the Vendor |

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| | | | | Miscellaneous Form. |
| ATO Business Case | R | R | R | For all ATO facilities, the realty specialist/RECO needs to receive a copy of the approved business case to proceed with the lease. |
| Section 3 & 4 – Correspondance/Communications | | | | |
| Letter to Lessor for Acceptance of Space | R | NR | NR | Provide acceptance of the space in writing or verbally. |
| Award Letter | R | NR | NR | Need to have a copy of the Award Letter to the successful Offeror in the file. |
| Initial Offers and Related Correspondence | R | NR | NR | Required only for competed SFO's, the Initial Offers and Related Correspondence. |
| COR Letter | NR | NR | NR | Letter designating a Contracting Officer Representative. |
| Formal letters, memos, E-mails | R | R | R | Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top. |
| Section 5 – Support Documentation | | | | |
| REMS (Real Estate Management System) 610 Summary Report | R | R | R | All Real Estate Management System (REMS) 610 Summary Report. |
| Scan Lease in REMS - show record | NR | NR | NR | As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease information from REMS. RECOs are no longer required to |

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| | | | | send copies to LIMS. |
| Negotiator's Report | R | R | R | Required for all leases for historical purposes to show a clear line of reasoning from the start of the process to the final action taken, including the Price Evaluation, the Fair Market Value Determination and the Procurement Method. |
| RETS (Real Estate Tracking System) Notes | R | R | R | Real Estate Tracking System (RETS) a copy of the final RETS notes should be included. |
| Legal Review - Single Source Acquisition Review | R | R | R | The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make written exceptions |

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| | | | | to this coordination policy, adjust dollar minimums, or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination). |
| Legal Review – Deviation from Standard Lease Clauses | R | R | R | Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place additional obligations upon the Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses need Headquarters Policy and Counsel approval. |
| CFO Review of acquisitions with total contract value over \$10 million | R | R | R | Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4. |
| Space Safety and Environmental Form | R | R | R | Required to have Safety and Environmental Checklist when the local municipality does not provide occupancy permits. |
| Proposal to Lease Space | NR | NR | NR | This form provides useful information for a new lease action including description of premises, space offered, initial offer, lease terms and other accounting information. |
| Lessor Annual Cost Statement | R | R | R | This form provides the lessor cost information broken down by basic rental, water, |

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| | | | | power, gas, taxes, janitorial, supplies, etc. |
| Space Solicitation Information | NR | NR | NR | This document provides Offerors with solicitation information and procedure. |
| Security Form 1600.77 | R | R | R | Required forms per FAA order 1600.69A except for storage space leases. |
| Completed Market Survey Form(s) | R | R | R | A market survey form must be included in this section. Where it is not practical to include the entire market survey in this section, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal. |
| Advertisement and Responses | NR | NR | NR | Provide a copy of the advertisement and any responses if RECO uses advertising. |
| Space Requirement Questionnaire | R | R | NR | Formal or informal request from the end-user including at a minimum the estimated square footage, number of personnel, and delineated area. The Space Requirements Questionnaire form provides the end user with a tool to determine their requirements. |
| Special Requirements | NR | NR | NR | Only provide special requirements if known at the beginning of the process. |
| Justification of Delineated Area | R | NR | NR | End user must include a justification for their delineated area for newly competitive standard space leases. |
| Rural Development Act Checklist Form | R | R | R | The RECO is required to fill out the checklist for the appropriate reason for not considering location in rural |

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| | | | | area. |
| ABAAS Compliance Report | R | R | R | The RECO must complete the “ABAAS Compliance Report” and place in lease contract file for all space leases entered into after September 1, 2006. |
| Section 6 – Drawing/Misc. | | | | |
| Drawings | R | NR | R | Should have a hard copy of the final as-built space drawings and reproducible plans on a CAD program. Drawing should depict rented space, parking and other exterior items. Should get updated as-builts when renewing a lease. |
| Independent Government Cost Estimate | R | NR | R | If the lessor does not receive at least three competitive bids for alterations or improvements, then the RECO must obtain an IGE. |

In accordance with the ISO SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all Standard and Small Leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

New Content: Real Estate Guidance :

Section 2.6.20.1 : Space Lease File Checklist Narrative

Space Lease Checklist Narrative

Legend:

Required – When applicable these documents shall be included in lease acquisition file.

Not Required -In general the other documents listed in the “Space Lease Acquisition File Checklist provide useful protection to the government. However they are not considered required for the lease acquisition file.

| CHECKLIST ITEM | STANDARD LEASE | SMALL LEASE | RENEWAL LEASE | ANTENNA/RACK SPACE LEASE | PRESCRIPTION |
|--|----------------|-------------|---------------|--------------------------|---|
| Section 1 - Lease Contract Documents | | | | | |
| Supplemental Lease Agreement(s) | R | R | R | R | Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA should always include any updated clauses to the base lease. |
| Executed Lease Document – Standard/Small Lease and Antenna/Rack Space and Attachment A | R | R | R | R | Fully executed document with all exhibits and attachments. Either have a Standard Lease form for existing buildings and new lease actions with non-complex requirements. Or a Small Lease Form for small blocks of space, typically approximately 3,000 square feet or less, or short term (i.e., approximately 1 year). Attachment A form provides the requirements for the lease. Use a modified version for an ATCT Lease. |
| Notary Acknowledgement | NR | NR | NR | NR | Leases may have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for |

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| | | | | | recording. Acknowledgments should be attached to the last page of the lease. |
| Corporate Certificate | R | R | R | NR | A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate. |
| Tower Lease Agreement | R | R | R | NR | Currently working on adding a Tower Lease Agreement. |
| Certification of Seismic Compliance Form | R | NR | R | NR | Lessor fills out a Certification of Seismic Compliance form to certify that the construction meets the established acceptable standard. If unable to get form filled out, must make a note to the file. |
| Estoppel Certificates | NR | NR | NR | NR | Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of |

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| | | | | | <p>Estoppel.</p> <p>Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease.</p> <p>RECO must use the 2.6.22 Estoppel Certificate if the lease is in good standing.</p> |
| Previous Expired Lease | NR | NR | R | NR | <p>Copies of each expired lease should be filed sequentially at the bottom of the section for renewal lease file. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance.</p> |
| Section 2 – Financial Records | | | | | |
| PRISM Purchase Requisition, PRISM Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification | R | R | R | R | <p>A printed copy of the above-approved forms should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer’s specific requirements. Attachments and exhibits needed for the PRISM document should be</p> |

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| | | | | | attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file. |
| DELPHI Vendor Entry Worksheet | R | R | R | R | This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it's not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid. |
| Lease Determination Form | R | R | R | R | All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file prior to the execution of the lease. The RECO should notify their management if the lease is determined to be capital. |
| W-9 Form | R | R | R | R | Department of Treasury Form <i>Request for Taxpayer Identification Number and Certification</i> . This form is required to pay the lessor through DELPHI. The original of this form should be given to accounting. Depending on security considerations in the |

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| | | | | | office where the real estate acquisition file is stored, a copy of this form is required in each file. |
| FPDS (Federal Procurement Data System) Form | R | R | R | R | Federal Procurement Data System Form – The FDPS is the federal government’s central database on federal procurement actions. This form is required for all cost leases over \$100,000 (this includes all possible options) and is filled out during the PRISM award. A copy of the FPDS information is to be printed from PRISM and placed in the lease file. |
| Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form | R | R | R | R | Variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT). – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and |

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| | | | | | provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor's account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region's security consideration will set policy on whether copies of these forms should be included in the real estate files. ASH Form is <u>optional</u> since most of the information can be captured in the Vendor Miscellaneous Form. |
| ATO Business Case | R | R | R | NR | For all ATO facilities, the realty specialist/RECO needs to receive a copy of the approved business case to proceed with the lease. |
| Section 3 & 4 – Correspondance/Communications | | | | | |
| Letter to Lessor for Acceptance of Space | R | NR | NR | NR | Provide acceptance of the space in writing or verbally. |
| Award Letter | R | NR | NR | NR | Need to have a copy of the Award Letter to the successful Offeror in the file. |
| Initial Offers and Related Correspondence | R | NR | NR | NR | Required only for competed SFO's, the Initial Offers and Related Correspondence. |
| COR Letter | NR | NR | NR | NR | Letter designating a |

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| | | | | | Contracting Officer Representative. |
| Formal letters, memos, E-mails | R | R | R | R | Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top. |
| Section 5 – Support Documentation | | | | | |
| REMS (Real Estate Management System) 610 Summary Report | R | R | R | R | All Real Estate Management System (REMS) 610 Summary Report. |
| Scan Lease in REMS - show record | R | R | R | R | As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease information from REMS. RECOs are no longer required to send copies to LIMS. |
| Negotiator's Report | R | R | R | R | Required for all leases for historical purposes to show a clear line of reasoning from the start of the process to the final action taken, including the Price Evaluation, the Fair Market Value Determination and the Procurement Method. |

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| RETS (Real Estate Tracking System) Notes | R | R | R | R | Real Estate Tracking System (RETS) a copy of the final RETS notes should be included. |
| Legal Review - Single Source Acquisition Review | R | R | R | R | The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make written exceptions to this coordination policy, adjust dollar minimums, |

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| | | | | | or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination). |
| Legal Review – Deviation from Standard Lease Clauses | R | R | R | R | Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place additional obligations upon the Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses need Headquarters Policy and Counsel approval. |
| CFO Review of acquisitions with total contract value over \$10 million | R | R | R | R | Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4. |
| Space Safety and Environmental Form | R | R | R | NR | Required to have Safety and Environmental Checklist when the local municipality does not provide occupancy permits. |

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| Proposal to Lease Space | NR | NR | NR | NR | This form provides useful information for a new lease action including description of premises, space offered, initial offer, lease terms and other accounting information. |
| Lessor Annual Cost Statement | R | R | R | NR | This form provides the lessor cost information broken down by basic rental, water, power, gas, taxes, janitorial, supplies, etc. |
| Space Solicitation Information | NR | NR | NR | NR | This document provides Offerors with solicitation information and procedure. |
| Security Form 1600.77 | R | R | R | NR | Required forms per FAA order 1600.69A except for storage space leases. |
| Completed Market Survey Form(s) | R | R | R | NR | A market survey form must be included in this section. Where it is not practical to include the entire market survey in this section, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal. |
| Advertisement and Responses | NR | NR | NR | NR | Provide a copy of the advertisement and any responses if RECO uses advertising. |
| Space Requirement Questionnaire | R | R | NR | NR | Formal or informal request from the end-user including at a minimum the estimated square footage, number of personnel, and |

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| | | | | | delineated area. The Space Requirements Questionnaire form provides the end user with a tool to determine their requirements. |
| Special Requirements | NR | NR | NR | NR | Only provide special requirements if known at the beginning of the process. |
| Justification of Delineated Area | R | NR | NR | NR | End user must include a justification for their delineated area for newly competitive standard space leases. |
| Rural Development Act Checklist Form | R | R | R | R | The RECO is required to fill out the checklist for the appropriate reason for not considering location in rural area. |
| ABAAS Compliance Report | R | R | R | NR | The RECO must complete the “ABAAS Compliance Report” and place in lease contract file for all space leases entered into after September 1, 2006. |
| Section 6 – Drawing/Misc. | | | | | |
| Drawings | R | NR | R | NR | Should have a hard copy of the final as-built space drawings and reproducible plans on a CAD program. Drawing should depict rented space, parking and other exterior items. Should get updated as-builts when renewing a lease. |
| Independent Government Cost Estimate | R | NR | R | NR | If the lessor does not receive at least three competitive bids for alterations or improvements, then the |

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| | | | | | RECO must obtain an IGE. |
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In accordance with the ISO SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all Standard and Small Leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

Red Line Content: Real Estate Guidance :

Section 2.6.20.1 : Space Lease File Checklist Narrative

Space Lease Checklist Narrative

Legend:

Required – When applicable these documents shall be included in lease acquisition file.

Not Required -In general the other documents listed in the “Space Lease Acquisition File Checklist provide useful protection to the government. However they are not considered required for the lease acquisition file.

| CHECKLIST ITEM | STANDARD LEASE | SMALL LEASE | RENEWAL LEASE | <u>ANTENNA/RACK SPACE LEASE</u> | PRESCRIPTION |
|---|----------------|-------------|---------------|--|--|
| Section 1 - Lease Contract Documents | | | | - | |
| Supplemental Lease Agreement(s) | R | R | R | <u>R</u> | Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA <u>should</u> always include any updated clauses to the base lease. |
| Executed Lease Document – Standard/Small Lease and <u>Antenna/Rack Space and</u> | R | R | R | <u>R</u> | Fully executed document with all exhibits and |

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|------------------------|----|----|----|-----------|---|
| Attachment A | | | | | attachments. Either have a Standard Lease form for existing buildings and new lease actions with non-complex requirements. Or a Small Lease Form for small blocks of space, typically approximately 3,000 square feet or less, or short term (i.e., approximately 1 year). Attachment A form provides the requirements for the lease. Use a modified version for an ATCT Lease. |
| Notary Acknowledgement | NR | NR | NR | <u>NR</u> | Leases may have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for recording. Acknowledgements should be attached to the last page of the lease. |
| Corporate Certificate | R | R | R | <u>NR</u> | A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate. |

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| Tower Lease Agreement | R | R | R | <u>NR</u> | Currently working on adding a Tower Lease Agreement. |
| Certification of Seismic Compliance Form | R | NR | R | <u>NR</u> | Lessor fills out a Certification of Seismic Compliance form to certify that the construction meets the established acceptable standard. If unable to get form filled out, must make a note to the file. |
| Estoppel Certificates | NR | NR | NR | <u>NR</u> | <p>Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of Estoppel.</p> <p>Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease.</p> <p>RECO must use the 2.6.22 Estoppel Certificate if the lease is in good standing.</p> |
| Previous Expired Lease | NR | NR | R | <u>NR</u> | Copies of each expired lease should be filed sequentially at the bottom of the section for renewal lease file. "Boiler plate" |

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| | | | | | clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance. |
| Section 2 – Financial Records | | | | - | |
| PRISM Purchase Requisition, PRISM Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification | R | R | R | <u>R</u> | A printed copy of the above-approved forms should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer’s specific requirements. Attachments and exhibits needed for the PRISM document should be attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file. |
| DELPHI Vendor Entry Worksheet | R | R | R | <u>R</u> | This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it’s not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid. |

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| Lease Determination Form | R | R | R | <u>R</u> | All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file prior to the execution of the lease. The RECO should notify their management if the lease is determined to be capital. |
| W-9 Form | R | R | R | <u>R</u> | Department of Treasury Form <i>Request for Taxpayer Identification Number and Certification</i> . This form is required to pay the lessor through DELPHI. The original of this form should be given to accounting. Depending on security considerations in the office where the real estate acquisition file is stored, a copy of this form is required in each file. |
| FPDS (Federal Procurement Data System) Form | R | R | R | <u>R</u> | Federal Procurement Data System Form – The FDPS is the federal government's central database on federal procurement actions. This form is required for all cost leases over \$100,000 (this includes all possible options) and is filled out during the PRISM award. A copy of the FPDS information is to be printed from PRISM |

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| | | | | | and placed in the lease file. |
| Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form | R | R | R | <u>R</u> | Variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT). – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor's account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region's security consideration will set policy on whether copies of these forms should be included in the real estate files. ASH Form is <u>optional</u> since most of the information can be captured in the Vendor |

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| | | | | | Miscellaneous Form. |
| ATO Business Case | R | R | R | <u>NR</u> | For all ATO facilities, the realty specialist/RECO needs to receive a copy of the approved business case to proceed with the lease. |
| Section 3 & 4 – Correspondance/Communications | | | | - | |
| Letter to Lessor for Acceptance of Space | R | NR | NR | <u>NR</u> | Provide acceptance of the space in writing or verbally. |
| Award Letter | R | NR | NR | <u>NR</u> | Need to have a copy of the Award Letter to the successful Offeror in the file. |
| Initial Offers and Related Correspondence | R | NR | NR | <u>NR</u> | Required only for competed SFO's, the Initial Offers and Related Correspondence. |
| COR Letter | NR | NR | NR | <u>NR</u> | Letter designating a Contracting Officer Representative. |
| Formal letters, memos, E-mails | R | R | R | <u>R</u> | Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top. |
| Section 5 – Support Documentation | | | | - | |
| REMS (Real Estate Management System) 610 Summary Report | R | R | R | <u>R</u> | All Real Estate Management System (REMS) 610 Summary Report. |

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|---|--------------------|--------------------|--------------------|----------|---|
| Scan Lease in REMS - show record | <u>NR</u> <u>R</u> | <u>NR</u> <u>R</u> | <u>NR</u> <u>R</u> | R | As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease information from REMS. RECOs are no longer required to send copies to LIMS. |
| Negotiator's Report | R | R | R | <u>R</u> | Required for all leases for historical purposes to show a clear line of reasoning from the start of the process to the final action taken, including the Price Evaluation, the Fair Market Value Determination and the Procurement Method. |
| RETS (Real Estate Tracking System) Notes | R | R | R | <u>R</u> | Real Estate Tracking System (RETS) a copy of the final RETS notes should be included. |
| Legal Review - Single Source Acquisition Review | R | R | R | <u>R</u> | The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required |

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| | | | | | to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make written exceptions to this coordination policy, adjust dollar minimums, or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination). |
| Legal Review – Deviation from Standard Lease Clauses | R | R | R | <u>R</u> | Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place additional obligations upon the |

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| | | | | | Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses need Headquarters Policy and Counsel approval. |
| CFO Review of acquisitions with total contract value over \$10 million | R | R | R | <u>NR</u> | Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4. |
| Space Safety and Environmental Form | R | R | R | <u>NR</u> | Required to have Safety and Environmental Checklist when the local municipality does not provide occupancy permits. |
| Proposal to Lease Space | NR | NR | NR | <u>NR</u> | This form provides useful information for a new lease action including description of premises, space offered, initial offer, lease terms and other accounting information. |
| Lessor Annual Cost Statement | R | R | R | <u>NR</u> | This form provides the lessor cost information broken down by basic rental, water, power, gas, taxes, janitorial, supplies, etc. |
| Space Solicitation Information | NR | NR | NR | <u>NR</u> | This document provides Offerors with solicitation information and procedure. |
| Security Form 1600.77 | R | R | R | <u>NR</u> | Required forms per FAA order 1600.69A except for storage space leases. |
| Completed Market Survey | R | R | R | <u>NR</u> | A market survey form |

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| Form(s) | | | | | must be included in this section. Where it is not practical to include the entire market survey in this section, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal. |
| Advertisement and Responses | NR | NR | NR | <u>NR</u> | Provide a copy of the advertisement and any responses if RECO uses advertising. |
| Space Requirement Questionnaire | R | R | NR | <u>NR</u> | Formal or informal request from the end-user including at a minimum the estimated square footage, number of personnel, and delineated area. The Space Requirements Questionnaire form provides the end user with a tool to determine their requirements. |
| Special Requirements | NR | NR | NR | <u>NR</u> | Only provide special requirements if known at the beginning of the process. |
| Justification of Delineated Area | R | NR | NR | <u>NR</u> | End user must include a justification for their delineated area for newly competitive standard space leases. |
| Rural Development Act Checklist Form | R | R | R | <u>R</u> | The RECO is required to fill out the checklist for the appropriate reason for not considering location in rural area. |
| ABAAS Compliance Report | R | R | R | <u>NR</u> | The RECO must complete the “ABAAS |

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| | | | | | Compliance Report” and place in lease contract file for all space leases entered into after September 1, 2006. |
| Section 6 – Drawing/Misc. | | | | | |
| Drawings | R | NR | R | <u>NR</u> | Should have a hard copy of the final as-built space drawings and reproducible plans on a CAD program. Drawing should depict rented space, parking and other exterior items. Should get updated as-builts when renewing a lease. |
| Independent Government Cost Estimate | R | NR | R | <u>NR</u> | If the lessor does not receive at least three competitive bids for alterations or improvements, then the RECO must obtain an IGE. |

In accordance with the ISO SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all Standard and Small Leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

Section 2.4.13 : Labor Standards/Davis Bacon

Old Content: Real Estate Guidance :

Section 2.4.13 : Labor Standards/Davis Bacon

Labor Standards/Davis-Bacon Act

a. Davis-Bacon Act. The Davis Bacon Act (40 U.S.C. 276a-278a-7) provides that contracts of \$2,000 or more to which the U.S. or the District of Columbia are a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works

within the U.S., will require that no laborer or mechanic employed directly upon the site of the work will receive less than the prevailing wage rates as determined by DOL.

b. Related Laws.

(1) The Copeland ("Anti-Kickback") Act (18 U.S.C. 874 and 40 U.S.C. 276c) makes it unlawful to induce, by force, intimidation, threat of dismissal, or otherwise, any person employed in the construction or repair of public buildings or public works, to give up any part of the compensation to which the person is entitled under a contract of employment. Contracts subject to the Copeland Act will include a clause requiring contractors and subcontractors to comply with regulations issued by DOL. Additionally; the Copeland Act requires each contractor or subcontractor to furnish weekly statements of compliance regarding wages paid to each employee.

(2) The Contract Work Hours and Safety Standards Act applies to construction contracts involving laborers or mechanics.

c. Applicability.

(1) The Davis-Bacon Act and related laws apply to:

(a) Construction work to be performed by laborers and mechanics on a public building or public work site;

(b) Dismantling, demolition, or removal of improvements if construction at that site is anticipated under the same or a separate contract;

(c) Manufacture or fabrication of construction materials and components to be incorporated into the work when manufacture or fabrication is performed at the construction site;

(d) Painting of public buildings or public works, whether performed in connection with the original construction or as alteration or repair of an existing structure; and

(e) Hazardous waste cleanup contracts that require elaborate landscaping activities or substantial excavation and reclamation work (see DOL Memorandum No. 155, March 25, 1991).

(2) Davis-Bacon Act and related laws do not apply to:

(a) The manufacturing or fabrication of components or materials off the construction site, or their subsequent delivery to the site by the manufacturer or fabricator, unless the manufacturing or fabrication facility is operated solely in support of the construction project;

(b) Contracts requiring construction work that is so closely related to research, experiment, and development that it cannot be performed separately, or that is itself the subject of research, experiment, or development;

(c) Employees of railroads operating under collective bargaining agreements that are subject to the Railway Labor Act; or

(d) Employees who work at the contractors' or subcontractors' permanent home offices, fabrication shops, or tool yards not located at the site of the work. However, when employees go to the work site and perform construction activities there, the requirements of the Davis-Bacon Act and related laws are applicable for the actual time so spent, not including travel unless the employees transport materials or supplies to and from the site of the work.

Procedures for Construction in Leases

a. Davis-Bacon Act Wage Determinations.

(1) DOL is responsible for issuing wage rate determinations for construction reflecting prevailing

wage and fringe benefits. The wage determinations apply to those laborers and mechanics employed by a contractor at the site of the work, including drivers who transport materials and equipment to and from the site. Wage determinations are issued for different types of construction, such as building, heavy, highway, and residential (referred to as rate schedules), and apply only to the types of construction designated in the determination.

b. General Requirements.

(1) The RECO should ensure that clause is contained in the lease when applicable see Labor Standards above. If a RECO receives a call about these clauses, he or she should contact DOL for guidance (www.wdol.gov) and further examples are contained in DOL Memoranda Numbers 130 and 131).

New Content: Real Estate Guidance :

Section 2.4.13 : Appendix M: Labor Standards/Davis Bacon

Labor Standards/Davis-Bacon Act

a. Davis-Bacon Act. The Davis Bacon Act (40 U.S.C. 276a-278a-7) provides that contracts of \$2,000 or more to which the U.S. or the District of Columbia are a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the U.S., will require that no laborer or mechanic employed directly upon the site of the work will receive less than the prevailing wage rates as determined by DOL.

b. Related Laws.

(1) The Copeland ("Anti-Kickback") Act (18 U.S.C. 874 and 40 U.S.C. 276c) makes it unlawful to induce, by force, intimidation, threat of dismissal, or otherwise, any person employed in the construction or repair of public buildings or public works, to give up any part of the compensation to which the person is entitled under a contract of employment. Contracts subject to the Copeland Act will include a clause requiring contractors and subcontractors to comply with regulations issued by DOL. Additionally; the Copeland Act requires each contractor or subcontractor to furnish weekly statements of compliance regarding wages paid to each employee.

(2) The Contract Work Hours and Safety Standards Act applies to construction contracts involving laborers or mechanics.

c. Applicability.

(1) The Davis-Bacon Act and related laws apply to:

(a) Construction work to be performed by laborers and mechanics on a public building or public work site;

(b) Dismantling, demolition, or removal of improvements if construction at that site is anticipated under the same or a separate contract;

(c) Manufacture or fabrication of construction materials and components to be incorporated into the work when manufacture or fabrication is performed at the construction site;

(d) Painting of public buildings or public works, whether performed in connection with the original construction or as alteration or repair of an existing structure; and

(e) Hazardous waste cleanup contracts that require elaborate landscaping activities or substantial

excavation and reclamation work (see DOL Memorandum No. 155, March 25, 1991).

(2) Davis-Bacon Act and related laws do not apply to:

(a) The manufacturing or fabrication of components or materials off the construction site, or their subsequent delivery to the site by the manufacturer or fabricator, unless the manufacturing or fabrication facility is operated solely in support of the construction project;

(b) Contracts requiring construction work that is so closely related to research, experiment, and development that it cannot be performed separately, or that is itself the subject of research, experiment, or development;

(c) Employees of railroads operating under collective bargaining agreements that are subject to the Railway Labor Act; or

(d) Employees who work at the contractors' or subcontractors' permanent home offices, fabrication shops, or tool yards not located at the site of the work. However, when employees go to the work site and perform construction activities there, the requirements of the Davis-Bacon Act and related laws are applicable for the actual time so spent, not including travel unless the employees transport materials or supplies to and from the site of the work.

Procedures for Construction in Leases

a. Davis-Bacon Act Wage Determinations.

(1) DOL is responsible for issuing wage rate determinations for construction reflecting prevailing wage and fringe benefits. The wage determinations apply to those laborers and mechanics employed by a contractor at the site of the work, including drivers who transport materials and equipment to and from the site. Wage determinations are issued for different types of construction, such as building, heavy, highway, and residential (referred to as rate schedules), and apply only to the types of construction designated in the determination.

b. General Requirements.

(1) The RECO should ensure that clause is contained in the lease when applicable see Labor Standards above. If a RECO receives a call about these clauses, he or she should contact DOL for guidance (www.wdol.gov) and further examples are contained in DOL Memoranda Numbers 130 and 131).

Red Line Content: Real Estate Guidance :

Section 2.4.13 : Appendix M: Labor Standards/Davis Bacon

Labor Standards/Davis-Bacon Act

a. Davis-Bacon Act. The Davis Bacon Act (40 U.S.C. 276a-278a-7) provides that contracts of \$2,000 or more to which the U.S. or the District of Columbia are a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the U.S., will require that no laborer or mechanic employed directly upon the site of the work will receive less than the prevailing wage rates as determined by DOL.

b. Related Laws.

(1) The Copeland ("Anti-Kickback") Act (18 U.S.C. 874 and 40 U.S.C. 276c) makes it unlawful to induce, by force, intimidation, threat of dismissal, or otherwise, any person employed in the

construction or repair of public buildings or public works, to give up any part of the compensation to which the person is entitled under a contract of employment. Contracts subject to the Copeland Act will include a clause requiring contractors and subcontractors to comply with regulations issued by DOL. Additionally; the Copeland Act requires each contractor or subcontractor to furnish weekly statements of compliance regarding wages paid to each employee.

(2) The Contract Work Hours and Safety Standards Act applies to construction contracts involving laborers or mechanics.

c. Applicability.

(1) The Davis-Bacon Act and related laws apply to:

(a) Construction work to be performed by laborers and mechanics on a public building or public work site;

(b) Dismantling, demolition, or removal of improvements if construction at that site is anticipated under the same or a separate contract;

(c) Manufacture or fabrication of construction materials and components to be incorporated into the work when manufacture or fabrication is performed at the construction site;

(d) Painting of public buildings or public works, whether performed in connection with the original construction or as alteration or repair of an existing structure; and

(e) Hazardous waste cleanup contracts that require elaborate landscaping activities or substantial excavation and reclamation work (see DOL Memorandum No. 155, March 25, 1991).

(2) Davis-Bacon Act and related laws do not apply to:

(a) The manufacturing or fabrication of components or materials off the construction site, or their subsequent delivery to the site by the manufacturer or fabricator, unless the manufacturing or fabrication facility is operated solely in support of the construction project;

(b) Contracts requiring construction work that is so closely related to research, experiment, and development that it cannot be performed separately, or that is itself the subject of research, experiment, or development;

(c) Employees of railroads operating under collective bargaining agreements that are subject to the Railway Labor Act; or

(d) Employees who work at the contractors' or subcontractors' permanent home offices, fabrication shops, or tool yards not located at the site of the work. However, when employees go to the work site and perform construction activities there, the requirements of the Davis-Bacon Act and related laws are applicable for the actual time so spent, not including travel unless the employees transport materials or supplies to and from the site of the work.

Procedures for Construction in Leases

a. Davis-Bacon Act Wage Determinations.

(1) DOL is responsible for issuing wage rate determinations for construction reflecting prevailing wage and fringe benefits. The wage determinations apply to those laborers and mechanics employed by a contractor at the site of the work, including drivers who transport materials and equipment to and from the site. Wage determinations are issued for different types of construction, such as building, heavy, highway, and residential (referred to as rate schedules), and apply only to the types of construction designated in the determination.

b. General Requirements.

(1) The RECO should ensure that clause is contained in the lease when applicable see Labor Standards above. If a RECO receives a call about these clauses, he or she should contact DOL for guidance (www.wdol.gov and further examples are contained in DOL Memoranda Numbers 130 and 131).

Section 2.5 : Space Clause Matrix

Old Content: Real Estate Guidance :

Section 2.5 : Space Clause Matrix

Section 1 – Space Lease – All items under this section must be included in the lease.

Section 2 – General Clauses – Use the legend below to determine clause requirement.

Legend:

Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).

Section 3 – Closing - All items under this section must be included in the lease.

Attachment A Clauses - Use the legend above in Section 2 to determine clause requirement.

| | | | | | |
|------------------------------------|-------------|-----------------------|--------------------|-------------------------------------|--|
| SECTION 1 – Space Lease | | | | | |
| This Lease | | | | | |
| Description | | | | | |
| Term | | | | | |
| Cancellation | | | | | |
| Rental | | | | | |
| Services and Utilities | | | | | |
| SECTION 2 – GENERAL CLAUSES | | | | | |
| CLAUSE TITLE | DATE | STANDARD LEASE | SMALL LEASE | ANTENNA AND RACK SPACE LEASE | PRESCRIPTION |
| Inspection | 10/96 | M | M by Reference | M by Reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Damage By Fire or Other Casualty | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Maintenance Of The Premises | 10/96 | M | M | M | Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition. |
| Failure In Performance | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Default By Lessor | 10/96 | M | M by | M by | Insert in all leases in |

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|---------------------------------|-------|---|----------------|----------------|---|
| | | | reference | reference | accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Compliance with Applicable Laws | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Delivery and Condition | 10/96 | M | M by Reference | N/A | Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied. |
| Acceptance of Space | 10/96 | M | M by Reference | N/A | Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional. |
| Alterations | 10/96 | M | M by Reference | O | Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease. |
| Accessibility | 10/06 | M | M | N/A | Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) ATCT Cabs, mech. rooms, elect. & telephone. closets and 2.) |

| | | | | | |
|---|-------|---|----------------|----------------|---|
| | | | | | Non-staffed facilities such as RCO. |
| Changes | 8/02 | M | M by Reference | N/A | Insert in leases at the RECO's option when the government requires changes during a new lease buildout phase. |
| Officials Not To Benefit | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with public contract law, 41 U.S.C. 22. |
| Covenant Against Contingent Fees | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with 41 USC 254. |
| Anti-Kickback | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58. |
| Contract Disputes | 11/03 | M | M | M | Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17. |
| Protest | 11/03 | M | M | M | |
| Examination of Records | 10/96 | M | M by reference | M by reference | Insert in all leases. |
| Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR) and RE Guidance 3.1.4.2. CCR is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If |

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|---|-------|----|----|-----------------|---|
| | | | | | vendor is exempted from use of CCR, use clause "Contractor Payment Information - Non CCR - Real Property. |
| ALT 1- Contractor Payment Information - Real Property | 10/06 | M* | M* | M* by reference | *Used only if contractor is exempted from CCR. If this clause is used, remove CCR, Contractor Identification Number, and Certification of Registration in CCR clauses from the contract. Not used on non- payable awards. |
| Payment by Electronic Funds Transfer (EFT)- Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases, or bilateral modifications to existing leases IAW AMS T3.3.1.7 (EFT) and RE Guidance 3.1.4.1. Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.7). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs. |
| Contractor Identification Number -"Data Universal Numbering System" (DUNS) Number | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR). Note If vendor is determined to be exempt pursuant T3.3.1.8, and then exclude this clause from contract. |

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|--|-------|---|----------------|----------------|--|
| Certification of Registration in CCR - Real Property | 10/06 | M | M | M by reference | Required on all cost contracts, unless vendor is exempted from CCR. If RECO is referencing the clause they need to request the DUNS number from the lessor. |
| Contractor Payment Information - Non CCR | 10/06 | O | O | O | Use this clause if you have been granted an exception to CCR. |
| Assignment of Claims | 10/96 | M | M by reference | M by Reference | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Subordination, Nondisturbance and Attornment | 9/99 | M | M by reference | M by reference | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Lessor's Successors | 10/96 | M | M | M by reference | This clause must be used to protect the lease rights of the Government in case of change in ownership of the property. |
| Sublease | 10/96 | M | M by Reference | N/A | Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease. |
| No Waiver | 10/96 | M | M by Reference | M by Reference | Insert in all leases to protect the Government from waiving any rights under this lease. |
| Integrated Agreement | 10/96 | M | M by reference | O | Insert in all leases to assert the lease agreement defines the agreements between the parties. |
| Equal Opportunity | 10/96 | M | M by | O | Insert in all leases in |

| | | | | | |
|--|-------|-----|----------------|-----|--|
| | | | reference | | accordance with affirmative action programs, 41 CFR 60-1 and 60-2. |
| Affirmative Action for Special Disabled and Vietnam Era Veterans | 10/96 | M | M by reference | O | Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972. |
| Affirmative Action For Disabled Workers | 10/96 | M | M by reference | O | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. |
| Seismic Safety In Existing Buildings | 9/98 | M | M | N/A | See exceptions in space guidance |
| Seismic Safety For New Construction | 9/98 | M | M | N/A | Mandatory for leases involving new construction |
| Interference | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space. |
| Coordination | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space |
| Davis Bacon Act | 4/06 | M | M | O | In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States. |

SECTION 3 – CLOSING

Notices

Attachments

Name and Title of Owner

Name of Contracting Officer

Attachment A Clauses

| CLAUSE TITLE | DATE | STANDARD LEASE | SMALL LEASE | ANTENNA AND RACK SPACE | PRESCRIPTION |
|---------------------|-------------|-----------------------|--------------------|-------------------------------|---------------------|
| | | | | | |

| | | | | LEASE | |
|-------------------------------------|-------|---|---|--------------|--|
| Adjustment For Vacant Premises | 10/96 | R | O | O | Insert in all leases to provide the Government with protection if use of space changes during lease term. |
| Ceilings | 10/96 | R | O | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Condition Report | 10/96 | O | O | O | Insert in leases where accepting space for occupancy. |
| Contracting Officers Representative | 10/96 | O | O | O | Insert in leases where a COR is designated. |
| Day to Day Extension | 8/02 | O | O | O | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority. |
| Display Advertising | 10/96 | O | O | O | Insert in leases where Government is sole occupant. |
| Doors | 10/96 | R | O | O | Insert in leases for door requirement. |
| Erection Of Signs | 10/96 | O | O | O | Insert in leases where signs are required. |
| Facility Security | 8/02 | M | M | O | Insert in all leases in accordance with FAA Order 1600.69. |
| Fire and Safety Requirements | 8/02 | M | M | O | Insert in all leases to provide protection to the Government. |
| Floor Load | 8/02 | R | O | O | Insert in all leases. Regional engineer should approve any changes. |
| General Health and Safety Standards | 8/02 | R | R | N/A | Insert in all leases to meet the following |

| | | | | | |
|--|-------|---|---|---|--|
| | | | | | standards: local health, safety, building codes and FAA standards. |
| Grounds Maintenance | 10/96 | R | O | O | Insert in all leases where applicable. |
| Halon | 8/02 | R | R | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Hold Harmless | 10/96 | M | M | R | Insert in leases in accordance with Federal Tort Claims Act of 1948. |
| HVAC | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional engineer for changes to clause. |
| If Minimum Not Delivered | 10/96 | O | O | O | Insert in leases. |
| Indoor Air Quality | 8/02 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Installation Of Antennas, Cables & Other Appurtenances | 10/96 | O | O | O | Insert in all leases as needed. |
| Interest For Late Payment | 10/96 | O | O | O | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease. |
| Janitorial Services | 10/96 | O | O | O | Insert in leases, which provide for janitorial services. |
| Lighting | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to clause. |
| Measurement For Payment | 10/96 | R | O | O | Insert in leases to determine the correct amount of space to pay rent on. |
| Non-Restoration | 10/96 | M | M | O | Insert in all leases unless |

| | | | | | |
|--|-------|----------------|----------------|-----|--|
| | | | | | specific restorations are negotiated. |
| Occupancy Permit | 10/96 | M [‡] | M [‡] | O | [‡] This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space. |
| Operating Costs Escalator | 10/96 | O | O | O | Insert in lease where applicable. |
| OSHA Requirements | 10/96 | M | M | O | Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926. |
| Painting | 8/02 | R | O | O | Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer. |
| Parking | 10/96 | O | O | O | Insert in leases where applicable. |
| Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor | 1/07 | M | M | N/A | Insert in all leases in accordance with FAA Order 1600.72 and 1600.73 |
| Pest Control | 8/02 | R | O | O | Insert in all leases. |
| Plans | 8/02 | R | O | O | Insert in all new lease actions and any alterations/renovations. |
| Prior Notification | 8/02 | R | O | N/A | Insert in all leases where construction will be done. |
| Progressive Occupancy | 10/96 | O | O | O | Insert in all leases where applicable. |
| Radon | 10/96 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Refrigerants | 8/02 | R | R | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause. |

| | | | | | |
|--|-------|---|---|-----|---|
| Restrooms & Drinking Fountains | 10/96 | R | O | O | Insert in all leases. |
| Services and Facilities | 10/96 | R | O | O | Insert in all leases. |
| Tax Adjustment | 10/96 | O | O | O | Insert in all leases where applicable. |
| Time Extension | 10/96 | O | O | O | Insert in leases. |
| Unauthorized Negotiating | 10/96 | O | O | O | Insert in all leases. |
| Utilities Not Provided By The Lessor | 10/96 | R | R | O | Insert in all leases. |
| Warranty Of Space | 8/02 | M | R | O | Insert in all leases. |
| Window & Floor Covering | 8/02 | R | O | O | Insert in all leases. |
| Wiring For Telephones | 10/96 | O | O | O | Insert in leases. |
| FORMS | | | | | |
| ABAAS Compliance Report | 10/06 | M | M | N/A | Required for lessor to fill out to comply with ABAAS standard |
| Certification for Seismic Safety | 9/98 | M | M | N/A | Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award. |
| Checklist for Rural Development Act | 4/03 | M | M | N/A | Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the checklist when site selection is based upon program needs. |
| Safety and Environmental Certification Checklist | 8/02 | R | O | N/A | Checklist recommended in accordance with space lease paragraph 6b |

| | | | | | |
|---|-------|---|---|---|--|
| | | | | | Standards and Requirements. This attachment becomes part of the file after lease award. |
| Vendor/Miscellaneous Payment Information Form | 11/97 | M | M | M | EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award. |

New Content: Real Estate Guidance :

Section 2.5 : Space Clause Matrix

Section 1 – Space Lease – All items under this section must be included in the lease.

Section 2 – General Clauses – Use the legend below to determine clause requirement.

Legend:

Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).

Section 3 – Closing - All items under this section must be included in the lease.

Attachment A Clauses - Use the legend above in Section 2 to determine clause requirement.

SECTION 1 – Space Lease

| This Lease | | | | | |
|------------------------------------|-------------|-----------------------|--------------------|-------------------------------------|--|
| Description | | | | | |
| Term | | | | | |
| Cancellation | | | | | |
| Rental | | | | | |
| Services and Utilities | | | | | |
| SECTION 2 – GENERAL CLAUSES | | | | | |
| CLAUSE TITLE | DATE | STANDARD LEASE | SMALL LEASE | ANTENNA AND RACK SPACE LEASE | PRESCRIPTION |
| Inspection | 10/96 | M | M by Reference | M by Reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Damage By Fire or Other Casualty | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Maintenance Of The Premises | 10/96 | M | M | M | Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition. |
| Failure In Performance | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Default By Lessor | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Compliance with Applicable Laws | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Delivery and Condition | 10/96 | M | M by Reference | N/A | Insert in all leases to provide the protection to the Government to |

| | | | | | |
|----------------------------------|-------|---|----------------|----------------|---|
| | | | | | ensure the space is delivered in a condition to be occupied. |
| Acceptance of Space | 10/96 | M | M by Reference | N/A | Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional. |
| Alterations | 10/96 | M | M by Reference | O | Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease. |
| Accessibility | 10/06 | M | M | N/A | Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) ATCT Cabs, mech. rooms, elect. & telephone. closets and 2.) Non-staffed facilities such as RCO. |
| Changes | 8/02 | M | M by Reference | N/A | Insert in leases at the RECO's option when the government requires changes during a new lease buildout phase. |
| Officials Not To Benefit | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with public contract law, 41 U.S.C. 22. |
| Covenant Against Contingent Fees | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with 41 USC 254. |
| Anti-Kickback | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58. |
| Contract Disputes | 11/03 | M | M | M | Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute |
| | 11/03 | M | M | M | |

| | | | | | |
|---|-------|----|----------------|-----------------|---|
| Protest | | | | | Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17. |
| Examination of Records | 10/96 | M | M by reference | M by reference | Insert in all leases. |
| Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR) and RE Guidance 3.1.4.2. CCR is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of CCR, use clause "Contractor Payment Information - Non CCR - Real Property. |
| ALT 1- Contractor Payment Information - Real Property | 10/06 | M* | M* | M* by reference | *Used only if contractor is exempted from CCR. If this clause is used, remove CCR, Contractor Identification Number, and Certification of Registration in CCR clauses from the contract. Not used on non- payable awards. |
| Payment by Electronic Funds Transfer (EFT)- Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases, or bilateral modifications to existing leases IAW AMS T3.3.1.7 (EFT) and RE Guidance 3.1.4.1. Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.7). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to |

| | | | | | |
|--|-------|---|----------------|----------------|--|
| | | | | | be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs. |
| Contractor Identification Number - "Data Universal Numbering System" (DUNS) Number | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR). Note If vendor is determined to be exempt pursuant T3.3.1.8, and then exclude this clause from contract. |
| Certification of Registration in CCR - Real Property | 10/06 | M | M | M by reference | Required on all cost contracts, unless vendor is exempted from CCR. If RECO is referencing the clause they need to request the DUNS number from the lessor. |
| Contractor Payment Information - Non CCR | 10/06 | O | O | O | Use this clause if you have been granted an exception to CCR. |
| Assignment of Claims | 10/96 | M | M by reference | M by Reference | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Subordination, Nondisturbance and Attornment | 9/99 | M | M by reference | M by reference | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Lessor's Successors | 10/96 | M | M | M by reference | This clause must be used to protect the lease rights of the Government in case of change in ownership of the property. |
| Sublease | 10/96 | M | M by Reference | N/A | Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease. |
| No Waiver | 10/96 | M | M by Reference | M by Reference | Insert in all leases to protect the Government from waiving any rights under this lease. |

| | | | | | |
|--|-------|-----|----------------|-----|--|
| Integrated Agreement | 10/96 | M | M by reference | O | Insert in all leases to assert the lease agreement defines the agreements between the parties. |
| Equal Opportunity | 10/96 | M | M by reference | O | Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2. |
| Affirmative Action for Special Disabled and Vietnam Era Veterans | 10/96 | M | M by reference | O | Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972. |
| Affirmative Action For Disabled Workers | 10/96 | M | M by reference | O | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. |
| Seismic Safety In Existing Buildings | 9/98 | M | M | N/A | See exceptions in space guidance |
| Seismic Safety For New Construction | 9/98 | M | M | N/A | Mandatory for leases involving new construction |
| Interference | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space. |
| Coordination | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space |
| Davis Bacon Act | 6/09 | M | M | O | In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States. |

SECTION 3 – CLOSING

Notices

Attachments

Name and Title of Owner

Name of Contracting Officer

Attachment A Clauses

| CLAUSE TITLE | DATE | STANDARD LEASE | SMALL LEASE | ANTENNA AND RACK SPACE | PRESCRIPTION |
|---------------------|-------------|-----------------------|--------------------|-------------------------------|---------------------|
| | | | | | |

| | | | | LEASE | |
|-------------------------------------|-------|---|---|--------------|--|
| Adjustment For Vacant Premises | 10/96 | R | O | O | Insert in all leases to provide the Government with protection if use of space changes during lease term. |
| Ceilings | 10/96 | R | O | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Condition Report | 10/96 | O | O | O | Insert in leases where accepting space for occupancy. |
| Contracting Officers Representative | 10/96 | O | O | O | Insert in leases where a COR is designated. |
| Day to Day Extension | 8/02 | O | O | O | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority. |
| Display Advertising | 10/96 | O | O | O | Insert in leases where Government is sole occupant. |
| Doors | 10/96 | R | O | O | Insert in leases for door requirement. |
| Erection Of Signs | 10/96 | O | O | O | Insert in leases where signs are required. |
| Facility Security | 8/02 | M | M | O | Insert in all leases in accordance with FAA Order 1600.69. |
| Fire and Safety Requirements | 8/02 | M | M | O | Insert in all leases to provide protection to the Government. |
| Floor Load | 8/02 | R | O | O | Insert in all leases. Regional engineer should approve any changes. |
| General Health and Safety Standards | 8/02 | R | R | N/A | Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards. |
| Grounds Maintenance | 10/96 | R | O | O | Insert in all leases where applicable. |

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| Halon | 8/02 | R | R | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Hold Harmless | 10/96 | M | M | R | Insert in leases in accordance with Federal Tort Claims Act of 1948. |
| HVAC | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional engineer for changes to clause. |
| If Minimum Not Delivered | 10/96 | O | O | O | Insert in leases. |
| Indoor Air Quality | 8/02 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Installation Of Antennas, Cables & Other Appurtenances | 10/96 | O | O | O | Insert in all leases as needed. |
| Interest For Late Payment | 10/96 | O | O | O | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease. |
| Janitorial Services | 10/96 | O | O | O | Insert in leases, which provide for janitorial services. |
| Lighting | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to clause. |
| Measurement For Payment | 10/96 | R | O | O | Insert in leases to determine the correct amount of space to pay rent on. |
| Non-Restoration | 10/96 | M | M | O | Insert in all leases unless specific restorations are negotiated. |
| Occupancy Permit | 10/96 | M [‡] | M [‡] | O | [‡] This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space. |
| Operating Costs Escalator | 10/96 | O | O | O | Insert in lease where applicable. |
| OSHA Requirements | 10/96 | M | M | O | Insert in all leases in accordance with OSHA |

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| | | | | | standards 29 CFR 1910 and 1926. |
| Painting | 8/02 | R | O | O | Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer. |
| Parking | 10/96 | O | O | O | Insert in leases where applicable. |
| Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor | 1/07 | M | M | N/A | Insert in all leases in accordance with FAA Order 1600.72 and 1600.73 |
| Pest Control | 8/02 | R | O | O | Insert in all leases. |
| Plans | 8/02 | R | O | O | Insert in all new lease actions and any alterations/renovations. |
| Prior Notification | 8/02 | R | O | N/A | Insert in all leases where construction will be done. |
| Progressive Occupancy | 10/96 | O | O | O | Insert in all leases where applicable. |
| Radon | 10/96 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Refrigerants | 8/02 | R | R | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause. |
| Restrooms & Drinking Fountains | 10/96 | R | O | O | Insert in all leases. |
| Services and Facilities | 10/96 | R | O | O | Insert in all leases. |
| Tax Adjustment | 10/96 | O | O | O | Insert in all leases where applicable. |
| Time Extension | 10/96 | O | O | O | Insert in leases. |
| Unauthorized Negotiating | 10/96 | O | O | O | Insert in all leases. |
| Utilities Not Provided By The Lessor | 10/96 | R | R | O | Insert in all leases. |
| Warranty Of Space | 8/02 | M | R | O | Insert in all leases. |
| Window & Floor Covering | 8/02 | R | O | O | Insert in all leases. |
| Wiring For Telephones | 10/96 | O | O | O | Insert in leases. |
| FORMS | | | | | |

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| ABAAS Compliance Report | 10/06 | M | M | N/A | Required for lessor to fill out to comply with ABAAS standard |
| Certification for Seismic Safety | 9/98 | M | M | N/A | Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award. |
| Checklist for Rural Development Act | 4/03 | M | M | N/A | Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the checklist when site selection is based upon program needs. |
| Safety and Environmental Certification Checklist | 8/02 | R | O | N/A | Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This attachment becomes part of the file after lease award. |
| Vendor/Miscellaneous Payment Information Form | 11/97 | M | M | M | EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award. |

Red Line Content: Real Estate Guidance :

Section 2.5 : Space Clause Matrix

Section 1 – Space Lease – All items under this section must be included in the lease.

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Section 2 – General Clauses – Use the legend below to determine clause requirement.

Legend:

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Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).

CLAUSE TITLE DATE STANDARD LEASE SMALL LEASE ANTENNA AND RACK SPACE LEASE PRESCRIPTION

Space Lease Section Template 3 Clauses ~~— � This Lease 10/96 M M M Insert in all leases in order to complete a lease~~ Closing contract and follow FAA contract- All items under this policy. Description 10/96 M M M Insert section in all leases must be included in order to complete a the lease contract and follow FAA contract policy.

Term 10/96 M* M*

M* .

Insert in all leases in Attachment order A to Clauses comply with- Use the basic contracting principle that all leases must have a clearly defined term. NOTE: All cost leases may not exceed 20 years (including all legend option periods and the above in Section 2 day-to-day Lease extension determine clause period) requirement.

*Note: Last sentence "This lease succeeds

�" is Optional.

Cancellation 8/02 M M

M

Insert in leases to preserve SECTION the 1 Government �s rights to terminate for our Space convenience. Lease

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| | | | | | |
|--|-----------------|--|---|---|--|
| Rental <u>This Lease</u> | | | | | |
| M <u>Description</u> | | | | | |
| M <u>Term</u> | | | | | |
| M <u>Cancellation</u> | | | | | |
| Insert in all cost leases in order to complete a lease contract and follow FAA contract policy. Rental | | | | | |
| Services and Utilities | | | | | |
| Insert clause if services are to be provided as part <u>SECTION of 2 the rental GENERAL agreement.</u> CLAUSES | | | | | |
| General <u>CLAUSE</u> Clauses <u>TITLE</u> | DATE | STANDARD <u>LEASE</u> | SMALL <u>LEASE</u> | ANTENNA <u>AND</u> <u>RACK</u> <u>SPACE</u> <u>LEASE</u> | PRESCRIPTION |
| Inspection | 10/96 | M | OM by <u>Reference</u> | OM by <u>Reference</u> | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Damage By Fire or Other Casualty | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Maintenance Of The Premises | 10/96 | M | M | M | Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition. |
| Failure In Performance | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Default By Lessor | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to |

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| | | | | | the Government and contract management. |
| Compliance with Applicable Laws | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Delivery and Condition | 10/96 | R <u>M</u> | O <u>M by Reference</u> | O <u>N/A</u> | Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied. |
| Acceptance of Space | 10/96 | M | O <u>M by Reference</u> | O <u>N/A</u> | Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional. |
| Alterations | 10/96 | R <u>M</u> | O <u>M by Reference</u> | O | Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease. |
| Accessibility | 10/06 | M | M | O <u>N/A</u> | Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) ATCT Cabs, mech. rooms, elect. & tele <u>telephone</u> . closets and 2.) non <u>Non</u> -staffed facilities such as RCO. |
| Changes | 8/02 | O <u>M</u> | O <u>M by</u> | O <u>N/A</u> | Insert in leases at the |

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| | | | <u>Reference</u> | | RECO's option when the government requires changes during a new lease buildout phase. |
| Officials Not To Benefit | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with public contract law, 41 U.S.C. 22. |
| Covenant Against Contingent Fees | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with 41 USC 254. |
| Anti-Kickback | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58. |
| Contract Disputes | 11/03 | M | M | M | Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17. |
| Protest | 11/03 | M | M | M | |
| Examination of Records | 10/96 | M | M by reference | M by reference | Insert in all cost-type leases where the lease payment is dependent upon some variable cost such as taxes. However this clause should not be used in a fixed price lease. |
| Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR) and RE Guidance 3.1.4.2. CCR is the preferred method of |

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| | | | | | contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of CCR, use clause "Contractor Payment Information - Non CCR - Real Property. |
| ALT 1- Contractor Payment Information - Real Property | 10/06 | M* | M* | M* by reference | *Used only if contractor is exempted from CCR. If this clause is used, remove CCR, Contractor Identification Number, and Certification of Registration in CCR clauses from the contract. Not used on non- payable awards. |
| Payment by Electronic Funds Transfer (EFT)- Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases, or bilateral mod <u>modifications</u> to existing leases IAW AMS T3.3.1.7 (EFT) and RE Guidance 3.1.4.1. Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.7). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost |

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| | | | | | MOAs. |
| Contractor Identification Number - "Data Universal Numbering System" (DUNS) Number | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR). Note If vendor is determined to be exempt pursuant T3.3.1.8, and then exclude this clause from contract. |
| Certification of Registration in CCR - Real Property | 10/06 | M | M | M by reference | Required on all cost contracts, unless vendor is exempted from CCR. If RECO is referencing the clause they need to request the DUNS number from the lessor. |
| Contractor Payment Information - Non CCR | 10/06 | O | O | O | Use this clause if you have been granted an exception to CCR. |
| Assignment of Claims | 10/96 | R <u>M</u> | M by reference | O <u>M by Reference</u> | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Subordination, Nondisturbance and Attornment | 9/99 | M | M by reference | M by reference | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Lessor's Successors | 10/96 | M | M | M by reference | This clause must be used to protect the lease rights of the Government in case of change in ownership of the property. |
| Sublease | 10/96 | M | O <u>M by Reference</u> | O <u>N/A</u> | Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA |

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| | | | | | with responsibilities of the terms of the lease. |
| No Waiver | 10/96 | M | Ⓞ <u>M by Reference</u> | Ⓞ <u>M by Reference</u> | Insert in all leases to protect the Government from waiving any rights under this lease. |
| Integrated Agreement | 10/96 | M | M by reference | O | Insert in all leases to assert the lease agreement defines the agreements between the parties. |
| Equal Opportunity | 10/96 | M | M by reference | O | Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2. |
| Affirmative Action for Special Disabled and Vietnam Era Veterans | 10/96 | M | M by reference | O | Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972. |
| Affirmative Action For Disabled Workers | 10/96 | M | M by reference | O | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. |
| Seismic Safety In Existing Buildings | 9/98 | M | M | N/A | See exceptions in space guidance |
| Seismic Safety For New Construction | 9/98 | M | M | N/A | Mandatory for leases involving new construction |
| Interference | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space. |
| Coordination | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space |
| Davis Bacon Act | 46/06 <u>09</u> | M | M | O | In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the |

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| | | | | | United States. |
| Closing <u>SECTION</u> Clauses — <u>3</u> & #160 <u>8211</u> ; CLOSING | | | | | |
| Attachments 8/02 O O | | | | | |
| <u>Notices</u> | | | | | |
| Insert as necessary <u>Attachments</u> | | | | | |
| Name and Title of Owner | | | | | |
| Name of Contracting Officer | | | | | |
| Insert in all leases in order to complete a lease contract and follow FAA <u>Attachment</u> | | | | | |
| contract <u>A policy</u> <u>Clauses</u> | | | | | |
| Attachment <u>A</u> <u>CLAUSE</u> Clauses <u>TITLE</u> | <u>-DATE</u> | <u>-STANDARD</u> <u>LEASE</u> | <u>-SMALL</u> <u>LEASE</u> | <u>-ANTENNA</u> <u>AND</u> <u>RACK</u> <u>SPACE</u> <u>LEASE</u> | <u>-PRESCRIPTION</u> |
| Adjustment For Vacant Premises | 10/96 | R | O | O | Insert in all leases to provide the Government with protection if use of space changes during lease term. |
| Ceilings | 10/96 | R | O | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Condition Report | 10/96 | O | O | O | Insert in leases where accepting space for occupancy. |
| Contracting Officers Representative | 10/96 | O | O | O | Insert in leases where a COR is designated. |
| Day to Day Extension | 8/02 | O | O | O | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority. |
| Display Advertising | 10/96 | O | O | O | Insert in leases where Government is sole |

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| | | | | | occupant. |
| Doors | 10/96 | R | O | O | Insert in leases for door requirement. |
| Erection Of Signs | 10/96 | O | O | O | Insert in leases where signs are required. |
| Facility Security | 8/02 | M | M | O | Insert in all leases in accordance with FAA Order 1600.69. |
| Fire and Safety Requirements | 8/02 | M | M | O | Insert in all leases to provide protection to the Government. |
| Floor Load | 8/02 | R | O | O | Insert in all leases. Regional engineer should approve any changes. |
| General Health and Safety Standards | 8/02 | R | R | N/A | Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards. |
| Grounds Maintenance | 10/96 | R | O | O | Insert in all leases where applicable. |
| Halon | 8/02 | R | R | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Hold Harmless | 10/96 | O <u>M</u> | O <u>M</u> | O <u>R</u> | Insert in leases in accordance with Federal Tort Claims Act of 1948. |
| HVAC | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional engineer for changes to clause. |
| If Minimum Not Delivered | 10/96 | O | O | O | Insert in leases. |
| Indoor Air Quality | 8/02 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Installation Of Antennas, Cables & Other Appurtenances | 10/96 | O | O | O | Insert in all leases as needed. |
| Interest For Late | 10/96 | O | O | O | The AMS exempts the |

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| Payment | | | | | FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease. |
| Janitorial Services | 10/96 | O | O | O | Insert in leases, which provide for janitorial services. |
| Lighting | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to clause. |
| Measurement For Payment | 10/96 | R | O | O | Insert in leases to determine the correct amount of space to pay rent on. |
| Non-Restoration | 10/96 | M | M | O | Insert in all leases unless specific restorations are negotiated. |
| Occupancy Permit | 10/96 | M [‡] | M [‡] | O | [‡] This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space. |
| Operating Costs Escalator | 10/96 | O | O | O | Insert in lease where applicable. |
| OSHA Requirements | 10/96 | M | M | O | Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926. |
| Painting | 8/02 | R | O | O | Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer. |
| Parking | 10/96 | O | O | O | Insert in leases where applicable. |
| Personnel Security - Security Screening of Persons or Individuals | 1/07 | M | M | N/A | Insert in all leases in accordance with FAA Order 1600.72 and |

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|--|-------|---|-----------------------|-----|---|
| Employed or Hired by Lessor/Contractor | | | | | 1600.73 |
| Pest-Control | 8/02 | R | O | O | Insert in all leases. |
| Plans | 8/02 | R | O | O | Insert in all new lease actions and any alterations/renovations. |
| Prior Notification | 8/02 | R | O | N/A | Insert in all leases where construction will be done. |
| Progressive Occupancy | 10/96 | O | O | O | Insert in all leases where applicable. |
| Radon | 10/96 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Refrigerants | 8/02 | R | R | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause. |
| Restrooms & Drinking Fountains | 10/96 | R | O | O | Insert in all leases. |
| Services and Facilities | 10/96 | R | O | O | Insert in all leases. |
| Tax Adjustment | 10/96 | O | O | O | Insert in all leases where applicable. |
| Time Extension | 10/96 | O | O | O | Insert in leases. |
| Unauthorized Negotiating | 10/96 | O | O | O | Insert in all leases. |
| Utilities Not Provided By The Lessor | 10/96 | R | R | O | Insert in all leases. |
| Warranty Of Space | 8/02 | M | R | O | Insert in all leases. |
| Window & Floor Covering | 8/02 | R | O | O | Insert in all leases. |
| Wiring For Telephones | 10/96 | O | O | O | Insert in leases. |
| FORMS | | | | | |
| ABAAS Compliance Report | 10/06 | M | M | N/A | Required for lessor to fill out to comply with ABAAS standard |
| Certification for Seismic Safety | 9/98 | M | O M | N/A | Certification required in accordance with space lease paragraphs |

| | | | | | |
|--|-------|---|-----------|-----|---|
| | | | | | 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award. |
| Checklist for Rural Development Act | 4/03 | M | M | N/A | Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the checklist when site selection is based upon program needs. |
| Safety and Environmental Certification Checklist | 8/02 | R | O | N/A | Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This attachment becomes part of the file after lease award. |
| Vendor/Miscellaneous Payment Information Form | 11/97 | M | <u>OM</u> | M | EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award. |